UNIVERSITY OF PENNSYLVANIA

COLLECTIVE BARGAINING BY ACTORS

A STUDY OF TRADE-UNIONISM AMONG PERFORMERS OF THE ENGLISH-SPEAKING LEGITIMATE STAGE IN AMERICA

PAUL FLEMING GEMMILL

A THESIS

IN ECONOMICS

PRESENTED TO THE FACULTY OF THE GRADUATE SCHOOL IN PARTIAL FULFILLMENT OF THE REQUIREMENTS FOR THE DEGREE OF DOCTOR OF PHILOSOPHY

PHILADELPHIA

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BULLETIN OF THE
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COLLECTIVE BARGAINING BY ACTORS

Chapter I.—THE STRUGGLE FOR A STANDARD MINIMUM CONTRACT

The Actors' Equity Association was the first organization in America to undertake successfully to look after the business interests of the English-speaking actor in the so-called legitimate[1] theater.

The variety or vaudeville performer had been represented by two business unions. The first, the Actors' Protective Union No. 6453, began its existence as a local organization, but in 1896 it was given an international charter under the American Federation of Labor and became the Actors' National Protective Union; again, in 1909, there was a change of name to the Actors' International Union. The second vaudeville organization was the White Rats Union, which developed great strength in the decade following its formation in 1900. In 1910 the Actors' International Union voluntarily surrendered its international charter for the purpose of amalgamation with the White Rats under a new international charter issued to the White Rats Actors' Union of America. Both of these unions were essentially vaudeville organizations, though they included in their membership two small groups of legitimate actors, those playing in Yiddish and German speaking theaters.

The nearest approach to a business union for the English-speaking actor in the legitimate field prior to 1913 was the Actors' Society of America, and it had enlisted but little enduring enthusiasm among dramatic performers. Lack of progress toward definitely improving the lot of the actor resulted in loss of membership. By 1916 the Actors' Society had ceased to function, and at that time 150 of its remaining members transferred their allegiance to the Actors' Equity Association.

In the absence of a strong union of actors in the legitimate field, business relations between manager and actor were of a purely individual character and their dealings were far from satisfactory. The producing field had been invaded by managers whose interest lay in profits rather than in dramatic art; while among the players, on the other hand, were individuals who paid small heed to contractual obligations when contracts might be broken profitably. This condition, though by no means universal, was yet sufficiently in evidence to call forth a striking comment on the situation by a prominent actor:

> As for business principles entering between employer and employee, this was almost a joke. The manager laid a contract before the actor which was ridiculous, viewed equitably. Both entered into it with a mental reservation that

[1] The arbitrary use of this term in the present study is explained in Ch. III, p. 41.

neither meant to abide by its terms, should self-interest intervene. Of course this is not intended as a sweeping assertion, for there were and are honorable exceptions to this condition—nor are other professions and trades entirely free from nefarious practices.[2]

It was for the purpose of discussing the formation of a live association of actors that a meeting was held in New York on Sunday, December 22, 1912. The 80 players present empowered the chairman of the meeting, to appoint a committee to develop a plan for a standard, uniform, and equitable contract, which, it was agreed, would do much to bring order out of the chaos of theatrical business relations. This committee, known as the "plan and scope committee," consisted of Messrs. Albert Bruning, Frank Gillmore, William Harcourt, Charles D. Coburn, Grant Stewart, and Milton Sills. It was later enlarged to include 19 members.

In the minutes of the committee dated January 24, 1913, these practical aims were recorded: [3]

(*a*) Correcting the abuses that have crept into the profession.[4]
(*b*) Deciding upon a uniform contract that would be acceptable alike to the fair-minded manager and the fair-minded actor.

The plan and scope committee held many meetings, invited the cooperation of important members of the acting profession, and drew up a constitution and by-laws and a tentative standard contract, which were approved at a general meeting held May 26, 1913. The meeting was attended by 112 actors, who effected a permanent organization, to be known as the Actors' Equity Association, and elected a council of 21 members and the following officers, to serve for one year:

President: Francis Wilson.
Vice President: Henry Miller.
Corresponding secretary: Bruce McRae.
Recording secretary: Howard Kyle.
Treasurer: Richard A. Purdy.

The purposes of the Actors' Equity Association, as they appeared in the constitution, were—

To advance, promote, foster, and benefit the profession of acting and the condition of persons engaged therein; to protect and secure the rights of actors; to inform them as to their legal rights and remedies; to advise and assist them in obtaining employment and proper compensation therefor; to procure appropriate legislation upon matters affecting their profession; to do or cause its members to do or take such lawful action as, in the discretion of the council, shall advance, promote, foster, and benefit the profession; to do or cause to be done or to refrain from doing such other acts or things, either as an association or through the individual members thereof, as may lawfully be done or as they or it may lawfully refrain from doing, as in the opinion of the council, shall appear advantageous to the profession of acting or to the members of this association engaged in that profession.[5]

The constitution and by-laws were unanimously adopted at this first general meeting. Among the charter members of the Equity Association were Edmund Breese, William Courtleigh, Jefferson De Angelis, Ernest Glendinning, DeWolf Hopper, Bruce McRae, Grant Mitchell, Guy Bates Post, Frederick Warde, Francis Wilson, Thomas

[2] Statement by Richard Bennett, in New York Dramatic Mirror, Apr. 16, 1913, p. 10.
[3] In a handbook published by the Actor's Equity Association in 1916, p. 10.
[4] These "abuses" are listed in Ch. II, p. 22.
[5] Equity Handbook, 1916, p. 16.

A. Wise, and other well-known actors. (Female actors were not, at the outset, admitted to membership in the Actors' Equity Association.)

The new association was not taken seriously by the managers at the outset of its career, so far at least as their public statements went. One prominent manager, Mr. Lee Shubert, saw little justification for its existence:

> The scheme is as impracticable as the actor himself. No person who delivers as little as the actor is paid so much. * * * The manager gives not only his time and hard work to the production, but he furnishes the costumes and the staging at a great expense. If the play is a failure—and that rests with incomprehensible public tastes—the manager is far the greater loser.[6]

However, the association received a great deal of publicity, because it represented an unusual type of employees' organization, and it awakened a degree of interest on the part of theatrical enthusiasts and the general public. The trade journals welcomed the new organization as an agency through which the actor might come into his own,[7] but newspapers and popular magazines as a rule expressed amusement rather than serious consideration, and there was frequent suggestion that the individualism of the actor would not permit him long to subordinate his own interests to those of the group. There were naturally some exceptions to this view, among which was an editorial comment of The Outlook:[8]

> The abuses which the Actors' Equity Association is fighting are many and long-standing, but their existence is due wholly to the passiveness and faint-heartedness of the actors themselves. An incapacity for cooperation seems to be one of the traits of the artistic temperament. At any rate, all past attempts of players on the legitimate stage to organize have failed. In view of this fact, the success of the present movement is all the more notable.

In reality, the success of the movement up to that time had been but slight. The actors had effected an organization, had rallied under its banner some hundreds of members, and had gained valuable publicity; but before they were to realize their main purpose—the attainment of the standard minimum contract—they were to exhibit a talent for aggressive group action that must have amazed the writer of the above editorial, as it did the leaders of organized labor. On November 24, 1913, the Actors' Equity Association made formal request for a meeting with the United Managers' Protective Association, which represented the interests of the New York managers, and through booking relations, those of producing managers throughout the United States as well. The conference took place two months later, January 23, 1914; the actors urged upon the managers the adoption of a standard minimum contract, but the managers declined to take favorable action. In the face of this repulse, the actors took some consolation in the fact that several of the managers, as individuals, voluntarily accepted the new contract, the most important provisions of which were (1) the limitation of free rehearsals to three weeks; (2) the payment of railway fares to New York by managers when plays closed on the road; (3) payment by the manager for all costumes except modern street clothes and evening wear; and (4)

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[6] New York Dramatic Mirror, Mar. 12, 1913, p. 10.

[7] For example, the following from the editorial columns of the New York Dramatic Mirror, Apr. 23, 1913, p. 8: "Obviously, it is the duty of every self-respecting actor to ally himself with the movement * * * in order that the profession may gain in the standing, dignity, and importance to which it is entitled."

[8] The Outlook, Jan. 3, 1914, pp. 12, 13.

payment of full salaries for certain bad weeks for which managers had usually paid only half salaries.[9]

The next five years were spent in trying to secure the general adoption of a standard contract. These were years filled with hard work which seemed to bear but little fruit. It was, however, a period of increasing strength and of education of the growing membership to the advantages of united action. The actors, in the early part of this period, were neither prepared to wage war with the managers nor disposed to resort to open antagonism. An official statement given out in June, 1914, indicates the desire of the Actors' Equity Association to gain its ends by peaceful means. The statement follows:

> Unfortunately, a story was published by a New York paper immediately after the annual meeting of the Actors' Equity Association, that the actors had organized for purposes of going on strike if managers failed to subscribe to their terms. Nothing could be further from the purpose of the organization.
>
> It has been repeatedly made clear by the officers of the association that equity for managers, in so far as it concerns their relations with actors, is practically as much an aim as equity for the actors themselves. The three prime conditions that the association aims to bring about are, first, the standardization of actors' contracts, to which actors are to conform as well as managers, pay after reasonable time for rehearsals, and full pay for every week played instead of half salary for certain specific weeks. In short, the object is the formulation of a basis upon which actors and managers may meet for promotion of mutual interests.[10]

Lack of success through negotiation led eventually to the feeling that a show of strength would be required to bring the standard contract into wide use. Francis Wilson, president of the Actors' Equity Association, had stated in August, 1913:

> The Actors' Equity Association is not per se a labor union, and it will never become one unless, which is not likely, flagrant injustice on the part of managers compels it to ally itself with organized labor.[11]

But the indifference of the managers to the claims of the actors was slowly forcing the players to the view that affiliation with organized unionism was the only way out. This opinion was strengthened by the attitude of the managers, who did not attempt to condemn the provisions of the proposed contract, but simply refused to be interested. One of the more outspoken of the managers, Mr. William A. Brady, very frankly said: "Your Actors' Equity Association contract is absolutely fair, but I'll never adopt it until I am forced to."[12]

In February, 1915, the council of the Actors' Equity Association appointed a committee to study trade-unions and their operations, and a year later began a serious campaign of educating the membership to the idea of union affiliation, a campaign carried on through meetings and through the columns of the Equity Magazine, the monthly journal of the Actors' Equity Association. By the spring of 1916 the theatrical world realized that the actors were in earnest. The New York Dramatic Mirror predicted that the actors would affiliate with organized labor, and added:

> And the managers who have persisted in refusing to make equitable contracts will have no one but themselves to blame should the actors decide to join hands with the American Federation of Labor and unionize themselves, as the musicians and the stage employees have done.[13]

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[9] New York Dramatic Mirror, Nov. 19, 1913, p. 10.
[10] Idem, June 10, 1914, p. 10.
[11] Idem, Aug. 20, 1913, p. 10.
[12] Idem, Jan. 8, 1916, p. 7.
[13] Idem, Mar. 4, 1916, p. 7.

A meeting was held on March 10, 1916, to decide whether the question of affiliation with the Federation of Labor should be submitted to a membership vote at the annual meeting in May. In addressing the March meeting, Mr. Francis Wilson, president of the association, said:

I am perfectly convinced that it is absolutely impossible for us to believe that we can effect an equitable contract between actor and manager unless we adopt just such methods as have been adopted by the musicians' union, by the mechanics' union, and by the unions of the other trades and other professions.[14]

Mr. Wilton Lackaye, a prominent actor, who several years later waged a vigorous campaign for the presidency of the Actors' Equity Association, emphasized the lack of consideration which had been shown by the managers:

For several years this association has been "whereasing" and "resoluting." They have asked managers to meet them; they have sent courteous gentlemen and sane and cool-headed men to meet them, to talk it over with them. Those men have been either refused a meeting, or snubbed; there is no other word to use.[15]

Another speaker, Mr. Milton Sills, championed the motion to be decided in May, 1916, at the annual meeting, the matter of union with federated labor, saying:

Our association has been in existence three years. During that period we have done much for the profession. We have rectified abuses, we have arbitrated cases, we have recovered money, but our main object—an equitable contract—remains unachieved. We have used every means, polite and diplomatic, to get the manager to accept our contract. We have talked with some of them in full council meeting; they admitted the fairness of our demands, but refused to accede to them. What we have achieved so far we have achieved by moral force, but moral force can go only so far. Our main object we now realize, can not be attained by moral force alone.[16]

The motion was carried almost unanimously. Similar motions were passed at meetings of actors held in Philadelphia and Chicago.

This was the signal for a tremendous amount of public discussion pro and con, and the newspapers and magazines gave liberal space for several months to the probable effects of strict unionization of actors. Those opposed to union affiliation stressed the individualism of the actor and held that he was an "artist" and not a "laborer." To believers in federation the economic phases of the question loomed as most important. One of the best printed statements of the latter view was the following:

He (the actor) is hired as a highly skilled workman. This fact he has hitherto refused to see, to his own sorrow. In esthetics he is beyond question an "artist," but in economics he is an artisan, a wage earner, a member of a trade. His economic position can not be secured until he realizes this fact and acts upon it. As an economic unit he is exactly in the position of the hod carrier. He has at last recognized the fact, as the hod carrier recognized it some years ago.[17]

A the annual meeting of May 29, 1916, the Actors' Equity Association, by a vote of 718 to 13, authorized an alliance with the American Federation of Labor "at the discretion of the council." On June 27 of that year formal application for admission to the

[14] Equity, April, 1916, p. 5.
[15] Idem, p. 15.
[16] New York Dramatic Mirror, Mar. 25, 1916, p. 3.
[17] From an article entitled "Acting as a trade," by Hiram Kelly Moderwell. The New Republic, Apr. 22, 1916, p. 311

American Federation of Labor was made. Some difficulty was experienced, however, as to the basis on which such admission could be granted. An international charter from the American Federation of Labor, covering the organization of all branches of performers in the theatrical field, was held by the White Rats Actors' Union of America, the successor of the Actors' International Union,[18] which had held the international charter up to 1910. The Actors' Equity Association asked for an independent charter, but the Federation policy of granting only one charter in a given field made this impossible. The association then requested the White Rats Actors' Union to surrender its charter, to make possible the granting of a new international charter, under which the Equity and the White Rats could operate as separate and distinct branches, the White Rats representing the vaudeville performers and Equity the legitimate actors. This the White Rats Actors' Union declined to do. It was at the time a strong body, with a membership of some 14,000, while the Actors' Equity Association had approximately only 2,500 members, and the officials of the White Rats contended that Equity should be willing to join the Federation as a branch of the international union—the White Rats Actors' Union of America. Insisting that this arrangement might involve a partial loss of autonomy, and objecting, moreover, to the title of the international union (i. e. "White Rats"), the Actors' Equity Association decided to allow the matter to rest temporarily.

Though no actual affiliation then took place, the negotiations looking toward that end, extending as they did over more than a year, were not without their effect upon the managers. They now were willing to discuss a standard contract, and on August 10, 1917, representatives of the United Managers' Protective Association and the Actors' Equity Association agreed upon certain provisions of this contract,[19] important among which were the following:[20]

1. A two-weeks' notice clause.
2. The limitation of free rehearsals.
3. Full pay for all time played.
4. Extra pay for extra performances.
5. Payment by manager of costumes of actresses receiving $150 per week or less.
6. Settlement of disputes by a board of arbitration.
7. Elimination of the "joker clause" by which a manager could dismiss a player without notice on the ground that he was not giving satisfaction.
8. Transportation from New York to opening point and from closing point to New York.

This "U. M. P. A.–A. E. A. standard contract" was approved by the United Managers' Protective Association on October 2, 1917, and the managers agreed to use it in all companies for a period of one year. As an expression of good will and interest in the actor, the managers proposed a "ratification dinner" to celebrate the inauguration of the new contract, and this was held on November 25, 1917, with much handshaking and speech making and many expressions of warm friendship.

But despite these seeming evidences of sincerity the standard contract was not widely adopted; it was accepted in theory, but was issued to actors only in rare instances. In January, 1918, Mr. Frank

[18] Cf. Ch. I, p. 1.
[19] A copy of the contract is printed in Equity, November, 1917, pp. 6, 7.
[20] The significance of these provisions is discussed in Ch. II.

Gillmore was appointed executive secretary of the Actors' Equity Association; and in February of that year he instituted an investigation into contract conditions, and found that although all but four of the recognized producing managers in New York City had agreed to accept the new contract, it was actually being used by only one-fifth of the companies controlled by members of the United Managers' Protective Association.[21] This was a condition which seemed to call for stern measures, and the officials of the association brought forward the "Equity policy," which had been formulated in 1914 and then signed by about 200 members, but had never been put into effect. This was an agreement among the signers not to enter into any contracts except those determined by the council to be just and equitable. This agreement was now revised and was made to apply to the U. M. P. A.–A. E. A. standard contract. President Francis Wilson announced the enforcement of this agreement at a special meeting, November 17, 1918:

> In 1914 * * * we formulated a policy, which was that no member of the Equity Association should sign any other than an Equity contract; but that policy did not go into effect because it was left to the discretion of the council to say whether or not it should go into effect. Obliged to creep before we could walk, it was not until the 4th of November of this year that the council gave its consent for that policy to go into effect. So you are notified that from November 4, and from this day forth, you can not remain a member of the Actors' Equity Assocation, and you can not become a member of the Actors' Equity Association, unless you sign an Actors' Equity contract.
>
> Over 1,200 members of this assocation, including about 50 stars, and other influential members of our profession, have pledged themselves just as you have pledged yourselves to abide by that policy. They have gone further than this. They have pledged themselves to forfeit, pledged themselves by bond to forfeit $1,000 in the event of any failure on their part to abide by that policy. They have further pledged themselves to be enjoined; that is, they have acknowledged the privilege, the right to be enjoined, in the event of their use of any other contract but an Actors' Equity contract. The result of which will be that if managers want Equity actors they will have to sign Actors' Equity contracts.[22]

The necessity for this action on the part of the players is stated in the agreement, as follows:

> On or about the 2d day of October, 1917, after negotiations, an equitable standard form of minimum contract was agreed upon between the Actors' Equity Association and the United Managers' Protective Association, said latter body representing a large proportion of the producing managers. That said form is above referred to as U. M. P. A.–A. E. A. standard contract.
>
> It now appears that various producing managers are not offering to actors employed or to be employed by them such form of contract.
>
> * * * it is now considered for the best interest of all that a written agreement be entered into, having for its purpose the carrying of said policy into effect.[23]

Coming, as it did, after the beginning of the 1918–19 theatrical season, this policy was not expected to affect contractual relations until the following year. Meanwhile, the Actors' Equity Association again sought affiliation with the American Federation of Labor, knowing that union with federated labor would be a source of strength if the adoption of the new policy resulted in actual conflict, as was likely. On June 17, 1919, Francis Wilson and Frank Gillmore, president and executive secretary, respectively, of the Equity Association, attended the convention of the Federation at Atlantic City and

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[21] Theater Magazine, February, 1922, pp. 102–104.
[22] Equity, November, 1918, pp. 3, 4.
[23] See copy of "Agreement and Pledge," Appendix A.

applied for an independent charter. A month later they received a denial of this request, for the reason that a blanket charter, covering the entire entertainment profession, had already been issued and was still in existence. The charter referred to was, of course, that of the White Rats Actors' Union of America. The Equity council then decided to "get in touch immediately with the branch of labor having jurisdiction over our field, with a view to affiliation."[24] Conditions had changed materially in the past few years, for the White Rats had fallen upon evil times. In 1917 a disastrous strike in the vaudeville field occurred, in which the White Rats were badly worsted, and indeed almost wholly annihilated by the Keith vaudeville interests, under the leadership of Mr. E. F. Albee. The White Rats now consented to give up their charter, and on July 18, 1919, the American Federation of Labor authorized a new international union, to be known as The Associated Actors and Artistes of America. The White Rats and the Actors' Equity Association, together with a half-dozen other organizations, became autonomous branches of this new international.

The affiliation with the Federation came at an opportune moment for the Actors' Equity. In the spring of 1919 the managers had dissolved the United Managers' Protective Association and many of its former members formed a new association to be known as the Producing Managers' Association. At the time this action was rather generally thought to have been motivated by a desire to avoid the standard contract with a minimum of embarrassment;[25] that is, it would be easier for the Producing Managers' Association to bargain for a contract acceptable to the new organization, than for the old United Managers' Protective Association to condemn and reject the standard contract which it had once approved and accepted. At all events, the Producing Manager's Association requested a conference with the Actors' Equity Association, with a view of adjusting the matter of contract. The managers demanded a longer period of free rehearsals; the actors countered with a request for a standard week of eight performances, all additional performances (including holiday programs) to be paid for on a pro rata basis. On these points the representatives were unable to reach an agreement.

At the Equity annual meeting of May 26, 1919, the 2,500 actors present voted to ratify a resolution already passed by their council, which read as follows:

> *Resolved*, That arbitration shall be suggested on all points of the contract in dispute, members of each organization to be on said board of arbitration, and an umpire or umpires of national repute, satisfactory to both parties, to be chosen, whose decision shall be binding on both parties, provided this be done within 30 days. Pending this arbitration, members will continue to sign the U. M. P. A.–A. E. A. contracts as at present in force.[26]

This suggestion was forwarded to the secretary of the Producing Manager's Association, and brought the following reply:

JUNE 5, 1919.

MY DEAR MR. GILLMORE: I am directed to say in reply to your favor of May 27 that the Producing Manager's Association has decided to issue its own con-

[24] Equity, August, 1921, p. 22.
[25] But later developments indicated that the contract was a secondary consideration, the real attack of the managers being directed at collective bargaining. Cf. Ch. I, p. 12.
[26] New York Dramatic Mirror, June 3, 1919, p. 865.

tract embodying all the terms and conditions of the contract which has been so satisfactory to actors and managers for the past two years, with this one change:

Should any difference between the actor and manager occur, arbitration is provided whereby the actor and manager shall appoint his own arbitrator, and that these two shall appoint a third.

Very truly yours,

(Signed) L. LAWRENCE WEBER,
Secretary.[27]

This reply was wholly unsatisfactory to the Actors' Equity Association. The executive secretary of the Association gave out a press statement calling attention to the fact that arbitration "between the actor as an individual and the manager" was what was offered by the Managers' Association.

Their offer merely means that the actor would be compelled again to fight his own battles against the managers' powerful organization without the assistance and backing of his organization. This would undo the six years' work of the Actors' Equity Association in endeavoring to get the actor a square deal. The offer of the managers is a subterfuge and shows that the actor needs the support of the Actors' Equity Association more than ever.[28]

Ten days later, still hopeful that their differences might be arbitrated, the executive secretary of the Actors' Equity again addressed the producing managers, as follows:

JUNE 17, 1919.

MY DEAR MR. WEBER: It is the earnest hope of the council of the Actors Equity Association that the Producing Managers' Association and itself may get together and break the deadlock which at present seems to exist.

We are more than pleased to be able to inform you that ex-President Taft and the Hon. Charles E. Hughes have both very kindly consented to serve as umpires, providing your association is willing, on the disputed points in the proposed new contract which was presented to you a few weeks ago.

In the event that you agree to put the matter up to one of these eminent gentlemen, or to both of them, and the decision should be against us, need I state that we would loyally abide by it; but if the decision be favorable to us we would not ask that the new terms be put into effect until the opening of the season 1920–21, thus giving the managers an opportunity for any necessary readjustment.

Yours very truly,

(Signed) FRANK GILLMORE,
Executive Secretary.[29]

It is possible that the managers regarded this conciliatory letter as a sign of weakening on the part of the actors. At any rate, on July 9, 1919, the suggestion of arbitration was rejected on the basis that—

Having already adopted a standard form of contract for the coming season, this association therefore finds no occasion for any arbitration. If arbitration were necessary at this time we should feel only too flattered to submit the question to the eminent jurists who have so generously offered their services.

Meanwhile we will from time to time be glad to receive and consider any suggestions your association may send as a result of experience in the carrying out of our standard contract.[30]

It will be recalled that during this passage of letters the Actors' Equity Association had not as yet joined the American Federation of Labor. But it was an open secret that affiliation was contemplated if only satisfactory arrangements could be made. The New York Dramatic Mirror commented editorially on the situation:[31]

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[27] New York Sun, June 6, 1919.
[28] New York World, June 7, 1919.
[29] Equity, July, 1919, p. 6.
[30] Letter quoted in New York Sun, July 10, 1919.
[31] In issue of June 17, 1919, p. 936.

It is a fight made especially interesting by the strategy employed by each side. The actors subtly convey the impression that an affiliation with the American Federation of Labor, with the closed shop and other means of operation which that implies, will achieve what they are trying to accomplish. But the managers count upon the respect for tradition, the dignity and conservatism of the older group of actors, to prevent such a move.

As late as July 19, 1919, the day after the affiliation took place, Frank Gillmore, executive secretary of the Actors' Equity Association, wrote the Producing Managers' Association, requesting the managers "to appoint a small committee, with power to act, to meet a small committee of ours with like power, to settle the present situation." [32] The managers replied, through their secretary, that they could not consent to appoint a committee, adding that—

(by) the recent action of your association in bringing into your councils men who have proved in the past neither friend to the actor nor to the managers, men who have thrived only in the fostering of bitterness and discord where it did not previously exist, your association has made impossible any serious conference between it and the Producing Managers' Association.[33]

The situation which now confronted the actors was this: The Producing Managers' Association refused to recognize the right of the actors to bargain collectively through their union, the Actors' Equity Association. This right had been conceded by the old United Managers' Protective Association, but was denied by the new managerial group. It was for the maintenance of this right, then, that the great strike of 1919 was waged and won.

The first blow, which proved to be a very feeble one, was struck on July 29, when the Equity officials called out the union members of the "Chu Chin Chow" company, which was then in rehearsal. The Equity records show that four members of this company walked out, but one of the leading theatrical journals [34] stated that of some 10 or 11 Equity members only one obeyed the strike order. The move was admittedly a failure, but the Equity officials predicted that future efforts, if it came to a pitched battle, would be more successful. Further attempts were made to negotiate with the managers, but without avail. On August 7, at a rally attended by 1,400 Equity members, the players agreed by resolution that until the Actors' Equity Association was recognized as the representative of the actors and until satisfactory working conditions were arranged they would—

not perform any service for any manager who is a member of the Producing Managers' Association, or who refuses to recognize our association or issue its contract, either in plays now being presented or in plays which are now or may hereafter be rehearsed.[35]

Mr. E. H. Sothern, seeking to avoid the conflict which must result from the announcement of this resolution, tried to reopen negotiations with the managers, but without success. The general strike order went out at 7.15 o'clock that night, and 12 theaters were closed instantly.[36]

There could be no question about the effectiveness of this 30-day strike. Several of the productions that had been closed were reopened with substitute casts and were able to keep running, but substitute

[32] The Billboard, Aug. 2, 1919, p. 5.
[33] New York Dramatic Mirror, Aug. 7, 1919, p. 1204.
[34] Idem, p. 1203.
[35] Equity, September, 1919, p. 4.
[36] Cf. New York Times, Aug. 8, 1919

casts are not popular with New York audiences and they drew indifferent crowds in comparison with the audiences that patronized the "all-star programs" offered by the striking actors. Moreover, the parades of the striking actors and the spectacle of well-known stars picketing theaters that attempted to open provided more thrilling entertainment than many of the stage performances. On August 16, 16 houses were reported closed,[37] and by August 20 but five theaters in New York were presenting dramatic or musical performances.[38] These were:

"A Lonely Romeo," at the Casino, with Lew Fields, and professedly a 100 per cent Equity cast.
"John Ferguson," at the Fulton, by agreement with the Actors' Equity Association.
"Greenwich Village Follies," at the Greenwich Village Theater.
"Scandals of 1919," at the Liberty.
Vaudeville and ensemble at the Winter Garden, patched up from "The Gaieties of 1919" and "Monte Cristo, Jr."

A little later, two of these, "A Lonely Romeo" and the "Scandals of 1919," were closed. The strike spread to Chicago, the second city in the country in theatrical importance, and caused the closing of eight theaters there,[39] and also to Boston, but New York remained, as a matter of course, the center of the struggle. A recital of the closing of the theaters does not give an accurate idea of the extent and effectiveness of the strike, for equally important is the fact that the Actors' Equity Association prevented the opening of new productions which mark the beginning of a new theatrical season. The Dramatic Mirror covered this point in an editorial:

* * * not a new attraction was announced for presentation this week, a condition almost unheard of at this time of the year when there is an overwhelming supply of productions waiting for Broadway theaters. Several plays were to have opened last week, but all were called off pending a change in the situation.[40]

It is not possible to say how many productions were delayed in this way, though the actors placed the number at 30.[41]

The players fought a hard fight, but they were not called upon to fight alone. Experienced leaders of the American Federation of Labor addressed mass meetings and aided in conducting the campaign. The officials of the American Artistes' Federation, the vaudeville branch of the Associated Actors and Artistes of America, forbade their members to perform in any theater against which the legitimate actors were striking.[42] The Actors' Association of Great Britain instructed its members to act in harmony with the Actors' Equity Association. Baggage handlers refused to handle theatrical baggage without an O. K. from the Actors' Equity Association.[43] The International Alliance of Billposters and Billers of the United States and Canada refused to post bills in New York until the strike was settled.[44] Officials of the stage employees, and musicians' unions conferred with the managers, asking that they recognize the Equity;[45] their request being refused, they closed four theaters on August 16,

[37] New York Times, Aug. 17, 1919.
[38] New York Dramatic Mirror, Aug. 28, 1919, p. 1356.
[39] The Billboard, Sept. 6, 1919, p. 30.
[40] New York Dramatic Mirror, Aug. 28, 1919, p. 1352.
[41] Equity, September, 1919, p. 4.
[42] The Billboard, Aug. 16, 1919, p. 12.
[43] Equity, September, 1919, p. 7.
[44] New York Dramatic Mirror, Sept. 11, 1919, p. 1428.
[45] Idem, Aug. 28, 1919, p. 1354.

1919, by calling out 125 stage hands and musicians.[46] Substantial financial contributions came not only from wealthy members of the acting profession, but from persons not connected with the theater in a business way. And when the managers attempted to break the strike by means of warnings, wholesale injunctions, and damage suits,[47] Samuel Untermyer, the New York attorney, himself part owner of two theaters, charged that the managers had abrogated the contracts with the players by refusing to arbitrate, and announced that he would defend the actors in their legal actions without compensation.[48]

On August 23 came the formation of the Actors' Fidelity League, a brand-new organization of players. Opinions differ as to just why the League came into existence. Equity members believed at the time, and still contend, that the Actors' Fidelity League was urged upon the managers by Mr. E. F. Albee, who had found a company union (The National Vaudeville Artists, Inc.) so effective in breaking the vaudeville strike in 1917, resulting, as it did, in the disintegration of the federated union, the White Rats. It was and is claimed that Mr. Albee feared the growing strength of the Actors' Equity Association in the legitimate field, lest it should eventually result in the strict unionization of vaudeville performers. Messrs. George M. Cohan, Henry Miller, Howard Kyle (the former secretary of Equity who now became secretary of the Fidelity League), and others, insisted that the League was a protest against affiliation with organized labor and the use of direct action in the form of the strike. A third possible explanation is that the managers now realized that the strike odds favored the actors, and preferred to make peace with a new organization rather than with the Actors' Equity Association, which they had condemned so roundly. Events seemed to support this last view, for the managers promptly agreed to deal with the Actors' Fidelity League and offered to its members "a contract far more favorable than the one asked for by the Actors' Equity Association,"[49] but a contract which, according to Francis Wilson, the Equity president, omitted "the one important thing that would make it worth while—the power to enforce it."[50] To the Equity actors this move of the managers was still further evidence that the Producing Managers' Association was not fighting the provisions of the U. M. P. A.–A. E. A. standard contract, but that it aimed at the destruction of the Actors' Equity Association.[51]

A second theatrical organization to develop from the strike was the Chorus Equity Association. Because they were, in the main, low-salaried performers, the chorus people in particular suffered from the hardships accompanying insecurity of employment and long periods of unpaid rehearsals.[52] They were frequently required, moreover, to

[46] New York Times, Aug. 17, 1919.

[47] For example, the Producing Managers' Association published a double-page "warning" in the various trade journals and in the New York daily newspapers, stating: "All members of the Actors' Equity Association are personally liable for all damages and losses to the managers caused by the strike" (New York Dramatic Mirror, Aug. 21, 1919, pp. 1318-19.) Florenz Ziegfeld and others obtained injunctions restraining the association from calling out actors from their productions; the Shuberts sued the Equity as an organization, and nearly 200 members individually, for being responsible for the withdrawal of "Monte Cristo, Jr." from the Winter Garden, and the closing of the "Gaieties of 1919" at the Forty-fourth Street Theater. (New York Dramatic Mirror, Aug. 21, 1919, p. 1314.)

[48] Equity, September, 1919, p. 5.

[49] Statement by Grant Stewart, recording secretary of the Actors' Equity Association, in New York Dramatic Mirror, Sept. 11, 1919, p. 1428.

[50] Literary Digest, Sept. 13, 1919, p. 31.

[51] Grant Stewart, in New York Dramatic Mirror, Sept. 11, 1919, p. 1428.

[52] Cf. Ch. IV, pp. 51, 52.

pay for shoes and stockings used in their stage work, an item which often took three weeks' salary or more. The strike presented an opportunity to win for the chorus people better working conditions for the future and at the same time to render the closing of theaters more completely effective. Members of the chorus were, therefore, formed into a branch of the Actors' Equity Association, and, under the leadership of Miss Marie Dressler as president, immediately went on strike. Later, the peculiar problems of chorus work and personnel made it advisable to have a separate organization for the chorus people, and the Chorus Equity Association was granted a charter as a branch of the Associated Actors and Artistes of America.

By the end of August the managers realized that the fight was lost. They realized, moreover, that the losses were mounting daily and that they had already lost upward of $2,000,000 through the strike. There were also severe losses in the various trades allied with the theater; scene painting, costuming, printing, and other trades.[53] The actors' expenses had likewise been great, but they had been able to finance their campaign from voluntary contributions and from the exceedingly large receipts of "benefit" performances.[54] On September 3 the managers opened negotiations with the Actors' Equity Association. Two days later the actors and managers held a conference, presided over by Mr. Augustus Thomas as mediator, and on September 6 the strike ended with the signing of a "basic agreement," which should remain in force until June 1, 1924.

The agreement[55] provided that claims of all kinds arising from the strike should be immediately dropped and that litigations should be discontinued; that Equity members should be given their old positions or rôles on equally favorable terms; that there should be no blacklists or discrimination against any person by reason of membership in the Actors' Equity Association or Producing Managers' Association, or because of an actor's or manager's connection with the strike; that no actor should refuse to perform services because of the presence, in his cast, of nonmembers of Equity or of members of any other association; that neither force nor coercion should be used by manager or actor to influence actors either to join the Actors' Equity Association or to withdraw from membership. These may be termed incidental provisions of the agreement. To the actors the most vital provisions of the agreement were these:

1. It definitely recognized the right of the Actors' Equity Association to represent its members in their dealings with the managers.
2. It provided for the use, by all members of the Producing Managers' Association, of a standard minimum contract.
3. It agreed to submit to arbitration all questions of dispute between manager and actor, or between their respective associations.

The actors had every reason to be satisfied with the contract[56] which resulted from the strike. Not only was it as favorable to them

[53] "It is estimated that the financial loss of the strike will amount to more than $3,000,000. Much of this fell on the trades affiliated with the theater, such as scene painting, costuming, transfer and transportation, bill posting and printing, all of which were at a standstill." (New York Dramatic Mirror, Sept. 18, 1919, p. 1463.)

[54] Equity performances at the Lexington Opera House were said to have brought in $50,000 in a single week. (New York Dramatic Mirror, Aug. 28, 1919, p. 1354.)

[55] See Appendix B.

[56] See Appendix C.

as was the old U. M. P. A.–A. E. A. contract, the continuance of which they had sought, but it went further than the old contract in several respects:

1. The old contract called for half pay for rehearsals extending beyond the period allowed for free rehearsals; the new contract provided for full pay for run-over rehearsals.
2. The old contract permitted six weeks of free rehearsals for musical and spectacular productions; the new, but five weeks.
3. The new contract required the manager to furnish all costumes, wigs, shoes, and stockings for the chorus; it had been the custom for chorus members to pay for shoes and stockings.
4. Eight performances were to constitute a week's work under the new contract; the old had permitted nine performances weekly where it had been the established custom, and allowed 11 holiday matinees to be played annually without remuneration.
5. Salaries were to be paid on Saturday night under the new contract, and not on the following Tuesday, as had been the custom.
6. Beginning with the season 1920–21, full salaries were to be paid for the week before Christmas and holy week (the traditional bad weeks of the theatre), which formerly were subject to lay-off, at the option of the manager.

Since the U. M. P. A.–A. E. A. standard contract had not been extensively adopted (though it had been agreed to by practically all of the large New York producers), and since the strike now brought into actual operation the important provisions of this old contract, as well as the additional benefits of the new, listed above, it will be seen that the actors had made very substantial gains. Indeed, a less sweeping victory, one which obviously required follow-up work, would doubtless have given the members a sense of responsibility toward the union which, under the conditions existing, many of them did not feel. The actors were not trained in trade-union methods; they did not fully appreciate the need of a fighting organization to guard the advances they had made.[57] Some had been merely paper members, having joined the association on the spur of the moment and in the face of emergency; and now that the emergency had passed and the victory won they saw no reason for continuance of membership and payment of dues. The officials of the association frankly admitted a serious decline in membership at this time, due in part to the lack of understanding of union methods, noted above, but in part also, so it was claimed, to measures taken by the managers. Not only were nonmembers granted the same terms and conditions of work as Equity members (which tended to lessen the advantages of membership in the association), but it was charged that "certain managers began a subtle and clever system of discrimination against Equity actors."[58] If such discrimination really existed, it was not susceptible of proof; but the loss of members was undeniable,[59] and it led, in March, 1921, to the adoption of the so-called "Equity shop" in dealings with independent managers.

It will be recalled that the basic agreement which concluded the strike was drawn up between the Producing Managers' Association and the Actors' Equity Association. Though the Managers' Association included in its membership the largest of the producing con-

[57] "Paradoxical as it may seem, young and inexperienced unions often disintegrate after a strike is won, because it is easier to rely on promises than to continue the union and pay dues." (George Milton Janes, The Control of Strikes in American Trade Unions, p. 10, The Johns Hopkins Press, Baltimore, 1916.)
[58] Statement by John Emerson, president of Equity, quoted in New York Dramatic Mirror, Feb. 5, 1921, p. 239.
[59] Cf. the statement of Frank Gillmore, in Equity, January, 1922. p. 5.

cerns, and though it controlled, through booking arrangements, almost the entire theatrical field, only about one-fourth of the theatrical productions of the country were directly represented by membership in the association.[60] The Actors' Equity Association, in the five-year agreement expiring June 1, 1924, had contracted not to institute a "closed shop" against the Producing Managers' Association during the life of the agreement. But it had no such arrangement with the unorganized managers, who were known as independents. In order to build up the Equity membership and to maintain a strong permanent organization, the Equity council now recommended the adoption of Equity shop (a closed union shop with an open union) to apply to managers other than members of the Producing Managers' Association. A vote on the question, taken at a meeting held March 6, 1921, showed that 3,398 members favored Equity shop and that 115 opposed it.[61] In the Chorus Equity Association the vote was 1,823 to 1, in favor of Equity shop. Equity shop went into effect in the fall of 1921, being applied to the following managerial groups:[61]

1. All New York producers not members of the Producing Managers' Association.
2. Members of Touring Managers' Association, owners of popular-priced productions.
3. All managers of Chicago, Kansas City, and Pacific coast productions.
4. All stock company managers.
5. All managers of repertoire companies and tent shows.

Much space has been used in the newspapers and trade journals, in the attempt to set forth exactly the meaning of Equity shop. It has been hotly charged by its opponents that it is a "closed shop," and this charge has been just as warmly denied by Equity shop champions. In a circular letter sent out to Equity members on January 18, 1921, prior to the vote on the question, it was stated that:

> The Equity shop is simply a declaration of Equity actors of their absolute right to refuse to work in a company with nonmembers, who to-day enjoy exactly the same privileges as Equity members, who reap all the benefits of the Equity strike and Equity contract, and yet do not contribute one ounce of effort or one penny of money to sustain the organization which has secured and which holds fast for them those privileges and that contract.

This definition clearly describes what is commonly known as a closed shop. The intention to put it into strict practice is indicated in the following quotation:

> This means that no Equity member will accept an engagement in a company which is not 100 per cent Equity.[62]

But it is not fair to call the Equity shop a closed shop, and to stop with that designation. For the Actors' Equity Association has always maintained a wide-open union, and has never given any evidence of a desire to change this policy:

> Anyone can join the Actors' Equity Association who has an engagement to play on the speaking stage, whether he has had experience or not. The dues are $12 a year [since raised to $18]. Managerial charges that Equity shop would check the development of young talent are absolutely false. We are going to

[60] Equity, December, 1920, p. 13.
[61] New York Dramatic Mirror, Mar. 12, 1921, p. 443
[62] Theater Magazine, August, 1921, p. 78.

make it easier for young people to go upon the stage by protecting their interests from the very start. No one can be excluded for lack of experience under our by-laws.[62]

It is safe, then, to define Equity shop as "a closed union shop with an open union." This combination, according to a leading economist,[63] is a happy one, for—

> If all qualified applicants were admitted in good faith to the union, the primary effect of the closed shop would be simply to enforce collective bargaining.

The policy of Equity shop was avowedly adopted for the sole purpose of enforcing collective bargaining, the future effectiveness of which was being imperiled by loss of members. The name Equity shop was devised by Mr. Paul Dullzell, assistant executive secretary of the association. In addition to being a simpler designation than "a closed union shop with an open union," the term had two reasons for being: First, Equity shop was introduced at a time when the closed shop was being bitterly assailed by advocates of the so-called "American plan";[64] and, second, there was danger of unfriendly predictions for the future based upon the experience of the closed shop of the Hebrew Actors' Union, an organization with not only a closed shop but a closed union as well.[65] The adoption of the title "Equity shop" was doubtless strategically sound and justifiable, though it led to considerable confusion in discussion.

The Equity-shop policy is said by Equity officials to have been highly successful, both in the extent of its application to the independent managers and its influence upon Equity membership. John Emerson, president of the association, announced on August 28, 1921, that the policy was 100 per cent effective in so-called first-class New York productions, but less so at that time among traveling organizations and stock companies.[66] As for membership, the official records show that there was a steady increase in paid-up membership during the summer of 1921, following the adoption of the Equity-shop principle, which was to be enforced with the opening of the 1921–22 theatrical season. By December, 1921, the Actors' Equity Association had a nominal membership of 12,308 and a paid-up membership of 5,668, representing the greatest numerical strength that the association had known. The actors were much pleased with these results, but the Producing Managers' Association attacked the new policy, claiming in August, 1921, that its enforcement was in violation of clause 6 of the basic agreement of 1919, which read:

> 6. The Equity Association will not force or coerce directly or indirectly, or attempt to force or coerce directly or indirectly, any person or persons not a member or members of such association to become a member or members thereof, and will order its members or any particular member under penalty of discipline not to force or to coerce directly or indirectly, or to attempt to force or to coerce directly or indirectly, any such person or persons to become such member or members.[67]

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[62] Theater Magazine, August, 1921, p. 78.
[63] F. W. Taussig, Principles of Economics, 3d edition, Vol. II, p. 305. The Macmillan Co., 1922.
[64] Cf. the following statement: "Those who are hostile to labor cunningly employ the term 'closed shop' for a union shop because of the general antipathy which is ordinarily felt toward anything being closed and with the specious plea that the so-called open shop must necessarily be the opportunity for freedom." (Report of Proceedings of Twenty-seventh Annual Convention of the American Federation of Labor, 1907, p. 25, President's Report.)
[65] Cf. Appendix G.
[66] Equity, September, 1921, p. 5.
[67] Idem, 1919, p. 9.

After a period of unfruitful discussion the contending parties decided to submit the point at issue to arbitration. Judge Julian W. Mack, of the Federal court, was chosen as umpire, with the understanding that his decision should be accepted as final. Frank Gillmore was arbitrator for the actors and Arthur Hopkins represented the managers. Judge Mack decided the issue, August 27, 1921, in favor of the actors, stating in conclusion:

> On all the circumstances in the case I have reached the conclusion that the Equity-shop plan and the resolutions and instructions of the Actors' Equity Association with respect to this plan are not in violation of the agreement between the Actors' Equity Association and the Producing Managers' Association, dated September 6, 1919, and are not in violation of law or of sound public policy.[68]

This decision was hailed by the actors as a great and important victory, because had it favored the managers, Equity shop would have had to be abandoned until the expiration of the basic agreement, three years later.

Plans were now made for the extension of Equity shop to the entire theatrical field, to take effect June 1, 1924. It was definitely decided to incorporate in the new contract which would then be drawn up a clause providing for 100 per cent Equity membership in all casts. The campaign of education now undertaken aimed at impressing upon the actors the necessity for Equity shop, and upon the managers and the public the fairness of the policy, with assurances that the tremendous power derived from its universal acceptance would not be abused.[69] Equity members were told, time and again, of the benefits of Equity shop to the actor: That it would insure the fulfillment of agreements made by managers; that it would prevent nonmembers from receiving the benefits of the organization without paying for them; and that it would guarantee the permanent existence of a strong union, which could safeguard the interests of the actor. Managers were reminded that Equity shop would protect the manager against irresponsible actors, since it would enable the association to enforce the fulfillment of contracts by individual actors, upon penalty of discipline; that it would eliminate from the industry unscrupulous "shoe string" producers, who, by their dishonest dealings with the players, placed at competitive disadvantage the fair manager; and that, in general, it would tend to standardize the business relations of the theater and lessen intermanagerial conflict. As a pledge against abuse of the power which Equity shop would carry with it, the Equity officials offered to give certain guaranties, which are outlined in the following paragraph of a letter, dated March 30, 1924, from a committee of the Actors' Equity Association to the Producing Managers' Association: [70]

> In order, however, to relieve theater owners and producers from any of the fears which they have expressed concerning this policy, the Actors' Equity Association in any new agreement with the Producing Managers' Association will pledge itself to the principle of arbitration, thus obviating strikes, and will promise to agree, both by contract and if necessary by appropriate changes of its fundamental laws, which changes shall remain fixed in the constitution during the life of the agreement, not in any wise, directly or indirectly, to interfere with either the kind, quality, or character of plays offered for production, nor with the casting thereof nor with the remuneration to be paid to its members, and it will

[68] Equity, September, 1921, p. 3.
[69] Idem, May, 1923, pp. 5, 6, 12–15.
[70] Idem, pp. 15, 16.

guarantee a continuance of its open-door policy whereby anyone offered a part by a manager automatically becomes eligible and can not be denied membership. Equity is willing, if required, to give any reasonable guaranty against breach of these promises if the Producing Managers' Association will give the same guaranty against any violation on its part.[71]

On February 13, 1924, Mr. Augustus Thomas, executive chairman of the Producing Managers' Association, appeared before the council of the Actors' Equity Association and requested that the basic agreement of 1919 be extended for another five years. The effect of such extension would have been to exempt from the Equity-shop policy the managers belonging to this managerial group. The actors declined to renew the old agreement; the Producing Managers' Association refused to accept the Equity-shop policy. Negotiations followed, but without tangible results. On March 6, 27 members of the managerial group signed an agreement (popularly known as the "round robin") pledging themselves not to produce under Equity-shop conditions. They condemned the Equity-shop policy in these terms:

> The result—and the intentional result—of the operation of Equity shop would be that no actor could get employment in any first-class company on the American stage unless he belongs to the Actors' Equity Association, paid his dues, and submitted himself to the discipline of the Equity council. And to join the Equity every actor must thereby become a member of the American Federation of Labor.
>
> No matter what his artistic standing, or the number of years he had spent in learning his art, no actor who had conscientious scruples against joining a labor union, or who would not submit his private judgment to the rules that the Equity council might now, or hereafter, lay down to govern his personal relations with his fellow artists or with his manager could earn a livelihood.
>
> It is to this, and to this alone, that the Producing Managers can not agree. They believe it would work enduring harm to the art of the theater, and that it would be humiliating, unjust, and un-American.[72]

This action was so definite as to appear final. But within the Producing Managers' Association were 21 managers who had not subscribed to the round robin. Prominent among these was Mr. Lee Shubert, who, together with Mr. William A. Brady and Mr. L. Lawrence Weber, had represented the managers in negotiations with Equity officials, dating back to September, 1923. Messrs. Shubert, Brady, and Weber had gone so far, indeed, as to recommend to their association the adoption of a new basic agreement which should include the Equity-shop policy, with the exception that members of the Actors' Fidelity League in good standing on September 1, 1923, should be exempted from the operation of the policy. The recommendation was rejected by the Producing Managers' Association on November 11, 1923, Messrs. Shubert and Brady alone voting for its adoption. Negotiations were carried on for several months, but without definite results. The so-called Shubert group now formed a new association, the Managers' Protective Association (though retaining their membership in the old Producing Managers' Association), and proceeded to draw up a 10-year basic agreement with the Actors' Equity Association, which was signed on May 13, 1924. The new M. P. A.–A. E. A. agreement of 1924, which refers only to first-class dramatic and musical productions, provides for Equity

[71] The pledges here suggested were incorporated into the agreement drawn up May 12, 1924, between the Managers' Protective Association, a new managerial group, and the Actors' Equity Association. See Managers' Protective Association-Actors' Equity Association basic agreement, clauses 15, 17, 18, and 19, Appendix D.

[72] Equity, April, 1924, p. 8.

shop to the extent of 80 per cent; that is, managers are permitted to include in their casts nonmembers of Equity up to 20 per cent of the total number, said nonmembers to pay to the Actors' Equity Association a sum equal to initiation fee and dues of regular Equity members, except that certain members of the Actors' Fidelity League are exempted from such payments.[73] It provides, further, for the guaranties against possible abuse of power which have already been noted.[74] Otherwise there are in it no striking innovations. The Managers' Protective Association, to whom this agreement applies, controls through its membership about 70 per cent of the theaters in New York City, and, together with the independents of the past, about three-fourths of the attractions throughout the country. The Shuberts are, of course, the largest single producing concern, and it was largely due to their extensive holdings in New York theaters, which could not long be closed without great loss, that the new agreement was signed. In the absence of working arrangements between the Producing Managers' Association and the Actors' Equity Association, the round robin members of this managerial group are now rated as independents, and are required to have 100 per cent Equity casts, as is the case with all nonmembers of the Managers' Protective Association.

The five-year P. M. A.–A. E. A. basic agreement expired on May 31, 1924, and, since Equity members had been instructed not to renew their contracts, seven New York productions were closed on that date through the withdrawal of the casts, which included some 250 performers.[75] A week prior to this time, on May 23, the round robin group had secured a temporary injunction restraining the Managers' Protective Association and the Actors' Equity Association from fulfilling their agreement. This order was promptly vacated, only to be appealed by the Producing Managers' Association and again decided against them.[76] The Actors' Fidelity League, through its treasurer, Miss Ruth Chatterton, sought also to enjoin the contracting associations from carrying out their contract, pleading that it would result in a virtual monopoly in the field of acting; but the court decided against granting the restraining order.[77] Having established its legal rights in the matter, the council of the Equity Association proceeded to make a concession to the Actors' Fidelity League, permitting Equity members to play with present members of the Actors' Fidelity League who were in good standing on September 1, 1923. This [78] conciliatory action was welcomed by the public press and by managers as a friendly move which would do much to lessen the bitterness resulting from the recent struggle.

The Actors' Fidelity League has never been strongly supported by the players. Shortly after its formation, in 1919, it was known to have at least 400 members (by some the number was placed as high as 700); but by December, 1921, according to a public statement of John Emerson, president of the Actors' Equity Association, the Equity

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[73] Cf. Chapter I, p. 20.
[74] Cf. Chapter I, pp 16, 17.
[75] The Billboard, June 21, 1924, p. 34.
[76] Equity, June, 1924, p. 9. For the opinion vacating the order, see New York Law Journal, May 28, 1924, Part I of the supreme court. For appeal of the managers, see Producing Managers' Association *v* John Emerson as president of Actors' Equity Association et al., 209 Appellate Division (New York Reports), 870.
[77] New York Law Journal, July 7, 1924, Part I of the supreme court
[78] Equity, September, 1924, p. 8.

rolls included the names of 231 former Fidelity members;[79] and in the fall of 1924 there was presented to the Equity Association a list of 166 actors, who, by virtue of their membership in the Actors' Fidelity League, were presumably entitled to exemption from the Equity-shop ruling. After a careful examination of records by Equity and Fidelity auditors, the Actors' Equity Association agreed to exempt, as paid-up members of Fidelity on September 1, 1923, 113 persons; and, in addition, any or all of 15 life members who made affidavit as to their membership in the League as of the above date.[80] It is probable that the League will continue to lose rather than gain members. The Actors' Equity Association, by its stipulation that exemption from the Equity-shop principle shall apply only to those actors who were paid-up members of the Actors' Fidelity League on September 1, 1923, has effectively put a stop to recruiting for the League. And it seems likely that even present Fidelity members, realizing the impotence of their organization and the growing strength of Equity, will later transfer their membership to the stronger group, both as a matter of professional policy and in order to receive those benefits that accrue to Equity members alone.

Late in May, 1924, the round robin members of the Producing Managers' Association expressed their willingness to accept the terms which had been agreed upon by the new Managers' Protective Association and the Actors' Equity Association. Agreeable to this arrangement, the members of the Managers' Protective Association volunteered to dissolve the new association and allow the contract to apply to all members of the Producing Managers' Association, including the round robins. The latter, however, insisted upon a separate agreement between the Producing Managers' Association and Equity, announcing their intention of expelling from their organization those members who had joined the Managers' Protective Association. Thereupon the Equity refused to bargain with the Producing Managers' Association as a group, and the round robins became independents in their dealings with the Actors' Equity Association. On October 20, 1924, the Producing Managers' Association held a meeting, at which a resolution was passed asking the supreme court for a dissolution of their association. The resolution follows:[81]

> Whereas it is the belief of the majority of the Producing Managers' Association that, under conditions which have recently arisen and which will probably continue for some years, the reason for the association no longer exists: Therefore be it
>
> *Resolved*, That the board of directors be and are hereby instructed under the law governing membership corporations to present a petition in proper form to the supreme court asking for a dissolution of the Producing Managers' Association forthwith; and that after the payment of all creditors and unsatisfied engagements as prescribed by the said law, such funds as remain in the treasury of the association shall be distributed pro rata to their respective contributions and payments among the members entitled thereto.

This action leaves the field of theatrical production in the hands of the Managers' Protective Association, operating under the 80–20 Equity shop agreement, and the independent managers, with 100 per cent Equity casts. Of the players who are actually em[illegible]oyed in

[79] Equity, January, 1922, p. 4.
[80] Idem, November, 1924, pp. 11, 12. Records of payments by the life members could not be found; hence the insistence upon affidavits.
[81] New York Times, Oct. 21, 1924, p. 21. Permission to dissolve this association was granted on June 22, 1925.

acting as a means of livelihood, some 7,400 (or about 97 per cent of the total) now belong to the Actors' Equity Association; approximately 100 are members of the Actors' Fidelity League; and the remainder (probably less than 50 in all) are not connected with either organization, but are allowed to work under the 80–20 agreement, contributing to the Equity Association the same amounts as though they were members. On November 6, 1925, the Actors' Equity Association had a paper membership of 11,007, with a paid-up membership of 7,379. The Equity officials believe that fully 97 per cent of American dramatic and musical comedy actors are now members of the Actors' Equity Association, and that the membership will show substantial increase, if at all, only as the field of theatrical production expands.

In so far as the business interests of the legitimate actor can be handled collectively, they come within the scope of the Actors' Equity Association. This organization, in its existence of 12 years, has witnessed the dissolution of two managerial groups and the gradual decline of a rival actors' association. It has adopted and enforced a policy which virtually insures it against loss of membership. It has won the good will of the public, and, to a remarkable degree, the good will of the managers as well. Thus intrenched, it would seem to be safe against attack so long as it continues the policy of moderation which has characterized it in the past.

Chapter II.—ACCOMPLISHMENTS OF ACTORS' EQUITY ASSOCIATION THROUGH COLLECTIVE BARGAINING

The arguments for collective bargaining have been set forth so often and in such detail that they need not be repeated here.[1] It is a commonplace that the worker who attempts to bargain individually almost invariably faces long odds, because of the greater knowledge and material resources of the employer; hence the importance on the part of a union to establish promptly its right to bargain collectively for its members. This is the most fundamental of union rights, and for "recognition of the union" countless strikes have been waged. The actors' strike of 1919 was primarily a fight for the firm establishment of the right of collective bargaining. Though the U. M. P. A.–A. E. A. contract of 1917 recognized the Actors' Equity Association as the representative of the actors, the association was so lightly regarded that it was unable to enforce the use of the standard contract which the managers had agreed to adopt.[2] Not until after its show of strength in 1919 did the association acquire, beyond all question, the right to bargain collectively for its members. By that time, however, it had learned the union principle that rights must not only be won but must be safeguarded as well. The principle was put into operation with the application of Equity shop to the independent managers in 1921 and with the further extension of the policy in 1924. With its forces strengthened by this policy there seems small chance that Equity's right to represent the actor in business relations will again be challenged.

As far back as 1913 the hopes and aims of the Actors' Equity Association were announced. It was hoped that the association might secure the adoption of a uniform contract and the correction of "the abuses that have crept into the profession." The abuses cited were these:[3]

1. Actors have often, recently, rehearsed for five weeks or even longer and received only three days' pay; indeed, in one or two cases nothing at all for their services.
2. Companies playing in one-night stands have had to lose a Saturday night and its pay in order to jump to a Sunday-night performance for which they received no remuneration.
3. Certain forms of contract now employed by some managers exact six weeks' work at half salary during the season; to wit, two weeks before election, two weeks before Christmas, and two weeks before Easter.
4. Certain forms of contract contain a clause that obliges the manager to provide transportation only from the point of opening to the point of closing, instead of from New York to New York.
5. Actresses have been required, of late, to pay out large sums for gowns, etc., which in case of a play's failure are a serious loss.
6. Contracts with a corporation without the signature of an individual fixing personal responsibility are used as loopholes through which the contracts are shirked.

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[1] Cf. any of the standard texts on economic theory. A good statement may be found in Trade-Unionism in the United States, by R. F. Hoxie, p. 256. D. Appleton & Co., 1917.

[2] Note in this connection, Hoxie's observation: "Indeed, enforcement of contract might be put down as the indispensable condition for collective bargaining. Where it fails, collective bargaining must fail." (Trade-Unionism in the United States, p. 270.)

[3] Equity Handbook, 1916, pp. 10, 11

A standard minimum contract with the power required to enforce it was realized in the fall of 1919. In it were provisions designed to remedy the abuses referred to above and other provisions further protecting the interests of the actor. Several additions have since been made. The Equity minimum contract[4] as it now stands defines the terms on which actors may be engaged by managers; so that an examination of certain of its clauses, with a statement of the advances that they represent, will give a clear idea of the most important achievements of the Actors' Equity Association. The analysis may be presented under several headings.[5]

SECURITY OF EMPLOYMENT

The risks taken by the theatrical producer are seldom equaled in other lines of industry. Theatrical managers know and frankly admit that they are engaged in a highly speculative enterprise, one in which the chances of losing are quite as great as those of winning. A production may cost anywhere from twenty thousand to several hundred thousand dollars to stage and rehearse; and it may run several years, bringing in a fortune, or but a few days, with a total loss. The result, moreover, is nonpredictable, since the success or failure of a piece depends upon public whim, and even the most sagacious of producers have guessed wrong many times. The point is important, since the Actors' Equity Association, although seeking for its members security of employment, has not felt warranted in going further than to ask that the actor be assured, at the most, two weeks' salary from the date of dismissal notice. This small guaranty permits a manager to close an unsuccessful production with comparatively small loss in the way of salaries. There are many variations to this provision:[6]

> B. This contract may before the beginning of rehearsals be terminated as follows:
>
> (1) If the contract be signed and entered into prior to two months before the specific date mentioned in paragraph 2 on face hereof;
>
> (a) By the manager's giving to the actor written notice and paying him two weeks' salary.
>
> If, however, previously to giving such written notice and making such payment, the manager shall have given to the actor written notice that the play will not be produced or that the actor will not be called for rehearsals, and the actor thereafter secures a new engagement under which payments to him are to begin not later than the date specified in paragraph 2 on the face hereof, then and in that event, instead of said two weeks' salary, the only sum, if any, which the manager need pay the actor, shall be the amount, if any, by which said two weeks' salary exceeds two weeks' salary of the actor under said new engagement.

The "specific date" referred to is the date of opening of the production. The actor is here granted two weeks' salary on the basis that, with a contract signed two months before the opening, the actor has been prevented from accepting other opportunities for employment. In the case of a more recent contract he is allowed but one week's salary:[6]

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[4] Unless otherwise noted, this term will be understood to include both the basic agreement (Appendix D) and the contract (Appendix E)

[5] It should here be stated that the Equity Association issues separate contracts to the members of the Managers' Protective Association, independent managers, tent, stock, and repertoire managers. These contracts are identical in their essentials, but modifications have been made in order to conform to the needs of certain types of productions. The contract under discussion is that applying to first-class companies. Important modifications will be noted.

[6] Equity minimum contract, regulations, section B, Appendix E.

(2) If the contract be signed and entered into within two months of the specific date mentioned in paragraph 2 on the face hereof and the play is not placed in rehearsal or is abandoned, the manager shall pay the actor a sum equal to one week's salary.

The first seven days of rehearsal are in the nature of a "probationary period," and, except in the case of a reengagement, the actor may be dismissed without salary:[7]

C. This contract may during rehearsals be terminated as follows:
(1) At any time during the first seven days' rehearsals of the actor by either party by giving written notice, if this contract be signed and entered into within two months of the specific date mentioned in paragraph 2 on the face hereof, except in case the actor be reengaged by the manager for a part which he has previously played, in which event he shall be paid two weeks' compensation.

But if retained beyond the probationary period the actor is entitled to the two weeks' salary:[7]

(2) Any time after the first seven days' rehearsals of the actor by the manager giving written notice to the actor and by paying him forthwith a sum equal to two weeks' compensation.
(NOTE.—In the above two subdivisions (C–1 and C–2), wherever the word "seven" appears in reference to the probationary period of rehearsals the word "ten" shall be substituted if the actor be employed in a musical comedy, revue, or spectacular production.)

The reciprocal nature of the Equity contract now becomes evident, for the actor can be released from his contract during rehearsal only by paying a penalty:[7]

(3) The actor may cancel the contract by giving written notice and with the same paying to the manager a sum equal to two weeks' compensation.

Once the play has actually been presented in public, either manager or actor may cancel the contract by giving two weeks' notice, without penalty:[8]

D. Either party may terminate this contract at any time on or after the date of the first public performance of the play by giving the other party two weeks' written notice.

Consideration for the risks of management permit the closing of the play without notice, within the first four weeks, if all salaries have been paid, and if the play has run two weeks:[9]

E. (1) If the play runs four weeks or less, the manager may close the play and company without notice, and terminate the right of the actor to further compensation, provided he has paid the actor for all services rendered to date, and in no event less than two weeks' compensation.

The point is that the production may run, say, three weeks before it is definitely a failure. If salaries are then fully paid up, the manager may close the company without the two weeks' notice demanded in individual dismissals. But when the play has run as long as four weeks, giving the manager a chance to size up the situation, it is felt that the company is entitled to one week's notice before closing:[9]

(2) If the play shall run more than four weeks, the manager shall give one week's notice of the closing of the season of the play and company, or pay one week's compensation in lieu thereof.

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[7] Equity minimum contract, regulations, section C, Appendix E.
[8] Idem, section D, Appendix E.
[9] Idem, section E, Appendix E.

The above-mentioned provisions do little enough to insure security of employment, yet, enforced as they are, they mark a distinct advance over pre-Equity conditions. There was in the theater a custom of giving two weeks' notice of dismissal or withdrawal, but it may be questioned whether this was not a custom more often breached than observed. Certainly plays were often closed without notice and with no compensation for the actor beyond paid-up salary to date of closing; and it is equally true that actors used to withdraw from casts to accept better openings, without advance notice of resignation and without suffering a penalty. In the past actors have been known to rehearse for weeks and even up to the very night of opening and then be dismissed with no compensation whatsoever; productions have opened and played but a few days, with perhaps a half week's salary paid to the members of the cast; or after running a short time they have closed suddenly without warning. The present arrangement means, for the actor, that he is assured at least two weeks' salary if he be held for rehearsals beyond the seven-day probationary period; that if the play runs as long as a month he will receive one week's salary after notice is given of closing of the company, and two weeks' salary after notification of his dismissal as an individual. In a profession as hazardous as that of acting even this slight protection is of vast importance, for, after four weeks of free rehearsals (as permitted by the present contract), the player's resources are usually very low. The penalty attached to "contract jumping," or voluntary withdrawal of the actor from a cast without giving the manager advance notice, acts as a powerful deterrent and thus benefits the manager. Few actors are sufficiently affluent to indulge in such expensive luxuries, and contract jumping is now almost unknown.[10]

What means are there of enforcing claims resulting from these provisions of the contract? The collection of claims made on behalf of the actor will be dealt with in a later section;[11] the method of handling managerial claims for contract jumping is very simple. It is indicated in the following resolution, adopted at a general meeting of the association as far back as 1922:[12]

Resolved, That the suggestion of the council be indorsed that in such cases as may appear to it to be equitable and in its discretion, it shall pay such damages as a manager shall sustain by reason of the breach of any Equity contract with any member in good standing, up to and not exceeding two weeks' salary, this resolution especially to cover what is known as "jumping contracts."

When an actor has jumped a contract, the manager places the evidence before the proper Equity officials, and immediately receives from the association the compensation to which he is entitled under the contract and in accordance with this resolution, the association afterwards collecting from the actor. A concrete example may be given: In April, 1924, an actor who had been engaged at a weekly salary of $250 jumped his contract for the purpose of accepting an opening in motion-picture work. The manager claimed two weeks' salary as damages. The actor refused to pay. Equity officials urged

[10] During the year 1923–24, eleven claims were made against the association on this account. In four of the eleven cases the offending actors made good their obligations; the loss to Equity through the seven members who defaulted was $946.74. (Equity, June, 1924, p. 15.)

[11] Vide Ch. II, p. 37 et seq.

[12] Equity, October, 1922, p. 8.

the actor to fulfill his contract or pay the stipulated damages, reminding him that Equity could not allow him to act on the legitimate stage unless he did so. The actor still refused payment, stating that he had no intention of returning to the speaking stage. Thereupon the Actors' Equity Association sent the manager a check for $500, the amount of the claim.

Section D, above, permitting either party to terminate the contract by giving to the other party two weeks' written notice, is almost identical with a clause appearing in almost all contracts of past years. It seemed to give the actor assurance of two weeks' warning before dismissal. As a matter of practice the effect of this provision was often neutralized by the inclusion in the contract of what was dubbed by actors the "joker clause." This clause assumed various forms, but its intent always was to give the manager the privilege of dismissing the actor whenever the latter's services should prove to be unsatisfactory. At times the proposition would be baldly stated:

> And it is further contracted and agreed, by and between the parties to this instrument, that in case the services so to be rendered by the party of the second part shall not, in the estimation of the party of the first part, be satisfactorily rendered, the party of the first part may then cancel this contract and release himself from the terms thereof.[13]

More often, however, the "joker" was smuggled into a paragraph, as follows:

> Intoxication, swearing, using obscene, abusive, or insulting language, or indulging in unseemly conduct, or inattention to "make-up," or the proper dressing of the character assigned, or *failing or neglecting to give a finished performance* of the part portrayed, at any time during the existence of this contract, shall, at the option of the manager, be sufficient cause for the immediate termination of this agreement, and *the exercise of such option shall not be subject to review*.[14]

Since the manager was in every instance the sole judge, it is obvious that service could be unsatisfactory or a performance could lack finish whenever the manager thought it advisable suddenly to terminate the actor's contract. There is abundant proof that the joker clause was used frequently by unprincipled managers to nullify the two-weeks' notice clause. Needless to say, this much-hated provision no longer appears in contracts. The manager may still dismiss an actor summarily for cause, but the cause must be sufficiently good to withstand examination at the hands of the Equity council.

There is also a run-of-the-play contract, under the provisions of which the actor is guaranteed continuous employment for a specified period agreed upon between manager and actor, and is further definitely engaged for as long a season as the production shall run in the theatrical year to which the contract applies. This form of contract is little used, however, for both managers and actors seem to prefer the agreement which permits either to terminate his obligations by giving two weeks' notice. Contracts with stock, repertoire, and tent companies are also for stated periods, but seasons may be closed by the manager on one week's notice and individual actors may be dismissed or may withdraw from the companies by giving two or three weeks' notice, as agreed upon between the contracting parties.

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[13] Contract of Charles Frohman.
[14] Contract of Miss Margaret Anglin. Italics are not used in the original.

CONTINUITY OF EMPLOYMENT

Akin to security of employment is continuity of employment. The Actors' Equity Association takes the stand that, once the season has opened, the actor is entitled to continuous work until the close of the season. But there is no hard and fast rule to that effect. Under certain conditions the manager is allowed to lay off his company during the course of the season. For example, the lay-off privilege applies to the week before Christmas and the week before Easter, the traditionally dull weeks of the year in the matter of box-office receipts:

> The manager shall have the right to lay off his company the week before Christmas and Holy Week. Should such lay off take place the manager shall not during said lay-off period be entitled to the services of the company except for a run-through rehearsal on the day of reopening, and except further that additional rehearsals may be allowed by the Actors' Equity Association in case of illness of the star or prominent member of the company or change of cast.[15]

Most of the contracts drawn up before 1919 permitted the manager to lay off the players during these two weeks, or, if he preferred, to play this time, paying only half salaries. The association is definitely committed to the policy of full pay for all time played, but in the above clause it concedes to the manager the right of lay off if playing the company at full salary promises to be unprofitable.

In the event of the illness of a star, a lay off is granted on the following basis:

> If in any production the star or featured member of the cast shall be ill and a lay off shall take place on that account, actors receiving less than $100 weekly (but no others) shall be paid by the manager an amount equal to their board and lodging for the first week. If said lay off continues beyond one week, half salaries shall be paid to the entire company for each day the actors are retained up to and including two further weeks. From and after the beginning of the fourth week the manager shall either pay full salaries to all members of the company or may abandon the production.[16]

A concrete instance may be cited: Owing to the illness of Miss Ethel Barrymore, the star of the play, the "Déclassée" company was laid off on January 4, 1921, presumably for one week. The lay off stretched along for a month, when announcement was made that it had been decided to end the season. In the absence of specific contractual provisions covering the case—the P. M. A.–A. E. A. contract was then in force—claims for salary were settled by arbitration. The definite clause now included in the contract leaves no doubt as to the amount due the actor in event of unavoidable lay offs.

Allowance is also made for lay off for making necessary changes in the play or cast, but this privilege is granted only by special dispensation of the Actors' Equity Association, after examination of the circumstances of the individual case:

> In case after the opening of the play and after at least two weeks' employment the manager shall desire a lay off for the purpose of rewriting or making changes in the cast or any other reason deemed sufficient by him, he may apply to the Actors' Equity Association for the right to do so. If the association agrees to such lay off it may do so upon such terms and conditions as may seem equitable to it under the circumstances. But in any event if a change or changes in the cast is made the actor or actors dismissed and not employed upon the new run of the play shall be paid at least one week's additional salary.[17]

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[15] Equity minimum contract, rule 24, Appendix E.
[16] Idem, rule 25, Appendix E.
[17] Idem, rule 27, Appendix E.

Through this clause and its practical application the association seeks to be fair to the manager whose play or cast requires revision and at the same time to safeguard the interests of the actor.

Now that the most important details have been examined, the rules relative to lay offs may be summed up in the following clause:

The essence of this contract is continuous employment, and a play once closed shall not be reopened during the same season within eight weeks of the date of previous closing without the consent of the Actors' Equity Association. Such consent, if given, shall be upon such terms and conditions as may be considered just and equitable by such association.[18]

This provision blocks effectually the manager who, in its absence, would announce the closing of the play and its reopening, say, three weeks later, in order to avoid playing poor bookings. An interruption of the play for less than eight weeks is a lay off (not a closing and reopening), and, with the exceptions already noted, lay offs without salary are not permitted. At best the actor's occupation is highly seasonal; the Equity minimum contract has done much to eliminate minor interruptions during the short season of the average player.

Occasionally, in the course of the average season, will come the loss of a single day, or perhaps of several days, of employment, due to delay in travel or to other unforeseen and unavoidable causes. Interruptions of this type are grouped together under the designation "lost performances." Since they are not chargeable to carelessness on the part of the manager or to lack of business ability, the Actors' Equity Association holds that in emergencies of this kind the actor must be willing to stand his share of the loss. Therefore, no salaries are paid for lost performances which can be shown to have resulted from the causes listed below:

(I) The actor shall travel with the company by such routes as the manager may direct, and the actor shall not demand compensation for any performance lost through unavoidable delay in travel which prevents the giving of performances by the company.

(J) It is further agreed if the company can not perform because of fire, accident, strikes, riot, act of God, the public enemy, or for any other cause of the same general class which could not be reasonably anticipated or prevented, or if the actor can not perform on account of illness or any other valid reason, then the actor shall not be entitled to any salary (except as otherwise herein specified) for the time during which said services shall not for such reason or reasons be rendered. Should any of the foregoing conditions continue for a period of 10 days or more, either party may terminate the contract and the manager will pay for all services to date and transportation back to New York City.[19]

LIMITATION OF FREE REHEARSALS

The regulation relating to the free-rehearsal period is as follows:

A. (1) The actor, if required, shall give four weeks' rehearsal without pay (in case of musical comedy, revue, or spectacular production, five weeks) and obligates himself to be ready to rehearse four (or five) weeks before the date mentioned in paragraph 2 on face of contract hereof; if further rehearsals are required, then for each additional week or part thereof the manager shall pay the actor full compensation, as provided in paragraph 3 on face of contract hereof, on Saturday night of each week.

(2) It is agreed that rehearsals shall be continuous from the date of the first rehearsal to the date of the first public performance of the play, as stated in paragraph 2 on the face hereof.[20]

[18] Equity minimum contract, rule 18, Appendix E.
[19] Idem, regulations, sections I and J, Appendix E.
[20] Idem, regulations, section A, Appendix E.

This regulation means exactly what it says—that the actor agrees to rehearse for four or five weeks, as the case may be, without compensation.[21] This point should be emphasized, for the reason that persons unacquainted with business relations in the theater are amazed to learn that actors, both great and small, give so much of their time free of charge before the opening of a production. But the time given is not long in comparison with free rehearsal periods of pre-Equity days. The truth is that there was then no limit to the rehearsal time that might be demanded by a manager. The contract of the late Charles Frohman, who is universally acknowledged to have been one of the fairest of theatrical managers, stated, in this connection—

> and the party of the second part agrees to at all times attend any and all rehearsals required of him by the party of the first part, or his representative, free of charge, whenever called upon to do so.[22]

This privilege of unlimited free rehearsals was not abused by all managers, of course. Several were considerate of their actors in the matter of rehearsals, as in other respects, but the fact that these few won for themselves reputations for fair dealing is in itself evidence that other producers ofttimes felt small concern for their employees and sometimes dealt in sharp practices. In the field of drama, rehearsals of six, seven, and eight weeks were not uncommon. But the most startling examples of prolonged rehearsals were to be found among the more spectacular revues and musical comedies. The record is probably held by one revue which was rehearsed for 16 weeks; but a well-known producer[23] recalls another which stretched through 13 weeks of rehearsal, and it may safely be stated that, prior to the strike of 1919, few of the elaborate musical shows were put on with less than 10 weeks of rehearsal.

In the absence of a time limit the easy-going manager was tempted to await the beginning of rehearsals before concerning himself with plans which might have been made weeks before. Scenery, "properties," and other essentials, which might well have been given early attention, were often neglected for weeks and were sometimes the cause of delayed openings. There was really little incentive toward dispatch in unpaid rehearsals, since their extension added but slightly to the expenses of production. From the point of view of the actor, however, these long rehearsals were of grave importance. In the case of a play that rehearsed 10 weeks and then played 30 (a remarkably fine season) the actor would actually have put in 40 weeks of work for 30 weeks' salary. A more likely instance would be a rehearsal of 10 weeks and a season of 20, in which case the actor's weekly

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[21] "If the employment under any contract relates to the second or subsequent season of any play, then the period of free rehearsals is three weeks instead of four, but this provision shall not obtain if 50 per cent or more of the cast were not members of the production the preceding year." (Equity minimum contract, rule 9, Appendix E.)

The free-rehearsal period for tent and repertoire companies is limited to two weeks, after which full salaries must be paid.

[22] The pre-Equity contracts of eight prominent managers were consulted in connection with the present analysis. The group included Miss Margaret Anglin, David Belasco, John Cort, Charles Frohman, Daniel Frohman, Klaw & Erlanger, Oliver Morosco, and Henry W Savage In no instance was there any limit to the rehearsal period.

[23] The manager is Mr. Arthur Hammerstein. Twelve managers consented to be interviewed at some length for purposes of the present study. Among the number were prominent members of the Producing Managers' Association and the Managers' Protective Association, as well as independent producers. Of necessity many of the opinions here given are presented anonymously. When names accompany statements it is, of course, by special permission.

income would be but two-thirds of his nominal salary. But the highly speculative nature of the producing industry, depending as it does upon public caprice, makes it entirely possible for a play to be thoroughly rehearsed and then to have no "run" at all, or even to be abandoned without a single public presentation. A popular comedian cites the instance of a musical comedy which was rehearsed for nine weeks, opened in a town in New York State, and closed after playing three nights. Members of the company were paid one-half week's salary for nine and one-half weeks' work and were obliged to pay their own transportation back to New York.

Even with the present limitation of free rehearsals, long chances are taken. In September, 1924, a prominent dramatic star appeared in a new play at a Broadway theater. The play lasted 10 days, but under the Equity contract members of the company drew two weeks' salary. A month later it was announced that the star in question was about to begin rehearsal of another play. Allowing 4 weeks of rehearsal for the first play, adding 2 weeks for the run of the play, 4 more of "open" time, and yet 4 for rehearsal of the second production, we have a total of 14 weeks during which this individual actor received but 2 weeks' salary. This is not an isolated instance; dozens of similar examples can be found in the course of any theatrical season. Had the case cited above occurred prior to 1919, the rehearsal periods would almost certainly have been longer, and the proportion of salaried time smaller. As it was, the free rehearsals occupied 8 of the 14 weeks. And yet players as a whole are entirely willing to grant the fairness of the free-rehearsal period of 4 weeks. They would resent any attempt to lengthen the period, but, on the other hand, they show no disposition to shorten it. It is bound to work a hardship whenever the play fails to have a good run. But in that event, argues the actor, the manager also is hard hit, and the 4 weeks of rehearsal is the player's contribution to the gamble.

Another clause relating to rehearsals should be noted. It has to do with rehearsals which have been prevented through no fault of the manager:

> (K) If the manager is prevented from giving rehearsals because of fire, accident, riot, strikes, illness of star or prominent member of the cast, act of God, public enemy, or any other cause of the same general class which could not reasonably be anticipated or prevented, then the time so lost shall not be counted as part of the 4 (or 5, as the case may be) weeks' rehearsal period herein provided. After the fourth week of rehearsal, including any lay-off period on the above account, the manager will pay half salaries for two weeks, at the end of which time the actor shall be free, unless the manager wishes to continue the services of the actor and pays him full salary thereof.[24]

Here, again, is a provision which is reciprocal in its nature. The Actors' Equity Association forbids unpaid rehearsals over and above the allotted period of four weeks, but it is quite willing, in emergencies such as those listed above, which are clearly beyond the control of the manager, to permit a two-weeks' extension of rehearsals at half salary. In this way the unavoidable loss is shared by the contracting parties.

The terms of the contract dealing with rehearsals are intended to insure, first, that there shall be ample rehearsal of a production before its public presentation; and, second, that the necessary

[24] Equity minimum contract, regulations, section K, Appendix E.

rehearsals shall not bear too heavily upon the finances of either manager or actor. That these aims have been substantially realized is shown by the very general satisfaction with the present rehearsal arrangement.[25]

PAY FOR EXTRA PERFORMANCES

As with rehearsals, so with the number of performances constituting a week's work: Both were in former times left almost wholly to the discretion of the manager. Prior to the enforcement of the P. M. A.–A. E. A. contract, there was no such thing as a "standard week" for theatrical performers. Of the eight managers already cited one only, Mr. Daniel Frohman, attempted to set a limit to the number of performances to be given weekly:

> It is agreed that the number of performances per week shall not exceed eight and holidays, unless party of the first part shall pay for any in excess pro rata.

This was a most exceptional clause, however. The usual arrangement was that the actor should perform "at such times as may be required," or at times "governed by the custom of the theater" or "by the custom of cities and other places played in." As a result, managers made a practice of calling for extra performances whenever there was promise of profit. The minimum number of programs given was eight, the usual six evening performances and two matinées, but in some theaters there were nine performances regularly each week. Added to these were perhaps a dozen holiday matinées in the course of a season, and in sections of the country that permitted Sunday amusements, matinée and evening performances on that day. Since the actor's contract called for a weekly salary, these extra programs meant no additional income to him.

Actors had long protested against this condition, but with little avail. They contended that their salaries were calculated on the basis of the receipts from eight performances a week and that they should have a share in the additional receipts from special performances. This was essentially the old union demand of "pay for overtime," though the actors asked for remuneration on a pro rata basis only and not at a higher rate than the regular salary. The U. M. P. A.–A. E. A. contract of 1917 (the agreement that was accepted by the managers, though not put into effect) conceded that "eight performances shall constitute a week's work," but nine were to be allowed in theaters in which that had been the usual number prior to October 2, 1917; moreover, 11 holidays were named on which matinée programs might be given without extra remuneration to the performers. With the winning of the strike in 1919, the standard week of eight performances became a reality, and each in excess of that number was to be paid for at the rate of one-eighth of the weekly salary. This meant, of course, payment for holiday matinées as well as for the ninth program in theaters regularly playing nine shows a week. The present provision is almost identical with that of 1919:

> (H) (1) Eight performances shall constitute a week's work.
> (2) A week's compensation shall be paid even if a less number than eight performances are given, except as herein otherwise provided in paragraph J.
> (3) A sum equal to one-eighth of the weekly compensation shall be paid for each performance over eight in each week. (This also applies to understudies.)

[25] The actor's attitude has already been presented; that of the manager is given in Ch. V, p. 60.

(4) It is assumed that Sunday rehearsals and performances will take place only where it is lawful, and the actor shall not be required to perform in the play and part above named on Sunday in any theater except those where Sunday performances were customarily given on May 1, 1924. [26]

The fourth clause is a recent development and is intended to prevent the further extension of Sunday work in the theater. Though such work means extra salary, the Actors' Equity Association as a body, and actors individually, are strongly opposed to Sunday performances. For years the association has been fighting attempts to legalize Sunday amusements, not because of religious scruples but on the ground that rest periods are essential to good work on the stage. The need of Sunday rest is felt especially by those performers who play "big parts" of a highly emotional nature. Clause 4, above, attacks the problem from the contractual side by permitting a cast to refuse to engage in Sunday work in a theater which did not present Sunday programs prior to May 1, 1924.

THE PREVENTION OF STRANDINGS

New York is known as the theatrical center of the United States. By far the greater number of first-class companies that go "on the road" are organized in and sent forth from New York. In like manner, most of the stock companies set forth from Chicago and the dramatic "tent shows" and repertoire companies from Kansas City. In any case, it is essential to the actor who goes on tour that he get back to the starting point at the close of the season, since it is there and there only that his services have market value. The cartoon that pictured the theatrical troupe walking the railway ties was doubtless an exaggeration, but there was in it that germ of truth that goes with true caricature. Though the more responsible managers have undertaken to bring their companies back to the point of opening, there have always been those who felt free to close a production far from the starting point, allowing the members of the cast to get back home as best they might; and yet others have involuntarily stranded their companies through lack of financial stability. Strandings in the past decade have been sufficiently frequent to warrant the inclusion in the present contract of the following important clauses relative to transportation:

(L) The manager agrees to transport the actor when required to travel, including transportation from New York City to the point of opening and back to New York City from the point of closing; also the actor's personal baggage up to 200 pounds weight.

(N) (1) If individual notice of termination is given by the manager, he agrees to pay the actor in cash the amount of the cost of transportation of the actor and his baggage back to New York City whether the actor returns immediately or not.

(2) If this contract is canceled by the actor, he agrees to pay his own railroad fare back to New York City and to reimburse the manager for any railroad fare the manager may have to pay for the actor's successor up to an amount not exceeding railroad fare from New York City to the point where said successor joins the company, whether for rehearsal or for playing.

(3) If the company is organized outside of New York City, the name of such place is herein agreed to be substituted for New York City in paragraphs L, N–1, and N–2 and elsewhere.[27]

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[26] Equity minimum contract, regulations, section H, Appendix E. A standard week for tent companies is eight performances; under certain conditions ten performances constitute a week for repertoire companies; and this is always the case with stock companies.

[27] Idem, regulations, sections L and N, Appendix E.

It will be noted that the provision relates, first, to the actor as a member of a company; and, second, to the actor as an individual. When the actor's engagement terminates because of the closing of the production, the manager must pay his transportation to New York City or other point of organization of the company. But if the play is not being closed and the separation is an individual one the case may be altered. When the actor has been dismissed he is entitled to transportation, exactly as though the production were closing; but if he leaves the company of his own accord he not only pays his own transportation to New York but also pays the railway fare of his successor to the point at which the latter joins the company. Individual terminations of contract while on tour are expensive; the above regulation places the burden of expense upon the party responsible for the separation.

There is no need to dilate upon the frequency and seriousness of strandings prior to Equity's attempt to find a solution of the problem. That they were many and that they often resulted in real hardship is the testimony of both managers and actors. New York companies have been stranded as far from home as San Francisco; and they have been stranded there and at lesser distances with individual finances sadly depleted, for a stranding is likely to be preceded by a period of half salaries or less. Strandings are doubtless most serious when they occur in elaborate musical productions, for a large proportion of the players in such productions are chorus men and women whose small salaries permit little or no savings to be accumulated.

Largely through the efforts of the Actors' Equity Association, there has been a decrease in strandings during the past few years. Accurate figures are to be had only for the past few years, but these few are significant. In the theatrical season 1921–22, 56 cases of company and individual strandings were recorded;[28] in 1922–23, the number had shrunk to 22, with a like number, 22, in the season of 1923–24.[29] The number was reduced still further in 1924–25, a year which had four company strandings and 14 cases of stranded individual actors. At the present time there is no such thing as a stranding, in the old-time sense. That is to say, while there will always, in so risky a business as theatrical production, be sudden closings of companies on the road, the association does not allow Equity members to remain stranded away from the point of organization of the company. If a stranding occurs, the deputy[30] of the company telegraphs to Equity headquarters in New York the particulars of the case. The association in turn immediately telegraphs to him sufficient money to get the company home. The money thus expended is collected by the association from the manager of the stranded company, if possible; if the claim is noncollectible, the members who have been assisted are expected to reimburse the association.

Closely related to strandings and their prevention is a service which the association renders its members in ascertaining the financial stability of producing managers. Those managers who in the past have met all their obligations—and happily there are many of these—are rated as perfectly safe by the financial representatives of the association, but a manager who has had companies stranded on the road or has failed to pay salaries has not so easy a time. He

[28] Equity, June, 1922, p. 5. [29] Idem, June, 1924, p. 15. [30] Cf. III, p. 49.

is first advised to settle his old obligations before incurring new ones. If he fails to do this, Equity members are warned that he has a bad financial record and that they must assume the risk if they join his company. The association does not forbid the making of contracts with such managers, but it does advise against them. However, if the risk is taken and a smash occurs, members are brought home by the association and their claims are pressed against the manager. If he can not be made to pay up (as is usually the case with a producer of this type), the actors are required to reimburse the association. In dealing with managers who are new to the field of theatrical production a somewhat different policy is pursued. If such a manager has an abundance of assets which could be attached in case of necessity, he is given a clear rating. Otherwise he is asked to give bond for an amount sufficient to pay two weeks' salary for all members of the cast and return fares from the farthest point of the proposed tour if the play is to go on the road. Failure to give this security results in Equity members being advised that the manager is not a good risk. The measures here outlined have the effect of virtually insuring the payment of salary and transportation if the play turns out a failure. Despite the precautions taken, losses will creep in, but they represent only a small part of such losses compared with pre-Equity times.

PAYMENT FOR COSTUMES

Prior to the strike of 1919 it was the custom for players to furnish at least a part, and sometimes all, of their stage clothing. Contracts frequently stipulated that the actor was to supply "all necessary wardrobe, including tights, shoes, and wigs, according to instructions," or that he was to play certain parts, "furnishing the proper dressing for the characters assigned." Occasionally managers agreed to supply "all costumes, except hats, gloves, boots, shoes, tights, stockings, lace, and feathers, which are to be furnished by the said artist, or any modern costume which the said artists may have in their possession." Whatever the written agreement, it had for years been the custom for performers to furnish costumes complete for modern plays, and many of the odds and ends listed above when it came to "period" or "costume" productions. The present arrangement is as follows:

> F. (1) If the actor be a man, he shall furnish and pay for such conventional morning, afternoon, and evening clothes as are customarily worn by civilians of the present day in this country, together with wigs and footwear necessarily appurtenant thereto. All other wigs, footwear, costumes, clothes, appurtenances, and "properties," including those peculiar to any trade, occupation, or sport, to be furnished by the manager.
>
> (2) If the actor be a woman, all wigs, gowns, hats, footwear, and all "properties" shall be furnished by the manager.
>
> (3) It is understood that in every case where the manager furnishes costumes, if the notice of cancellation of this contract be given by the actor, he or she shall reimburse the manager for the necessary and reasonable expense to which he may actually be put in having costumes altered or rearranged for the successor, and repay for current shoes.[31]

The male actor has gained little, if anything, through this regulation. He is still expected to furnish most of the clothes that he wears in modern productions. And often they mean considerable

[31] Equity minimum contract, regulations, section F, Appendix E.

expense. A musical comedy star explains that his wardrobe for stage use costs a trifle less than $1,000. He has no protest to offer, for, as he says, men's styles change but slightly, and his wardrobe forms a part of his stock in trade. With the woman actor the situation is different. Not only are her costumes ofttimes very costly, but their usefulness is affected by swift changes in fashion. Moreover, if the actress furnished her own costumes she might easily, through the prompt failure of a play, find herself possessed of fine gowns for which she had no use whatever.

One manager cites the instance of an actress who in pre-Equity days accepted a part in a modern play and purchased some gowns totaling $450. After some weeks of free rehearsals she was informed that the play was to be abandoned and would not even open, so that she was left with an expensive but useless wardrobe. It was to avoid similar situations that the burden of supplying women's costumes was placed upon the manager. In the U. M. P. A.–A. E. A. contract this item was left to individual bargaining between manager and actress; but with the repudiation of this contract by the managers came the measure specifying that the manager must furnish the entire stage wardrobe of woman actors.

One qualification to the above regulation in its application to stage clothes for male actors may be mentioned. Though ordinarily the actor is required to furnish those items of wearing apparel that have been listed, yet if the manager insists that the clothes be purchased from a special tailor or if exclusive designs or unusually expensive clothes are demanded, then the manager and not the actor pays the bill.[32]

PEACEFUL SETTLEMENT OF CLAIMS

One of the truly important services which the Actors' Equity Association renders to its members is in connection with the settlement of claims. Despite the efforts that have been made to draw up a contract which should be both equitable and readily interpreted, and despite the honest attempts of managers and actors, in the main, to carry out the provisions of this contract, machinery for the adjustment of contractual differences is still necessary. It is the belief of the leaders of the Equity Association that in the matter of claims the actor's interest can be handled by the association officials much more satisfactorily than by himself. Members are encouraged to consult with the claim department before taking drastic steps toward the collection of their claims against managers, and for several reasons.

In the first place, it is found that a large percentage of the disputes result from misunderstandings rather than real differences between manager and actor. Actors are notoriously temperamental and so, it may be said, are certain managers, a number of whom were actors themselves some years back. If a point of difference arises it is rather more likely to be discussed emotionally than judicially, with warm words and wild statements, so that the issue has small chance to be determined on its merits. Ordinarily if no agreement is reached the

[32] Equity minimum contract, rule 20, Appendix E.

matter is brought to the attention of Equity representatives, usually by the actor. The official who hears the actor's story gets in touch promptly with the manager and in a vast majority of the cases there is quick adjustment of the difficulty. A telephone conversation of a few minutes will often settle a dispute; sometimes it requires a conference of manager and actor in the presence of an Equity representative. It is significant that by this simple procedure hundreds of cases are settled annually, ranging from a claim of $1 for the transfer of a trunk to salary claims involving $500 or more. Nor is the claimant always an actor; managers, too, have discovered that the method of negotiation and conference just described is both swift and satisfactory. The Equity office has thus become a clearing house for petty claims, and also for those of considerable size.

A second reason for having the association handle the claims of members is that Equity representatives are skilled in such matters. Not only can they appraise quickly the degree of merit that a claim may possess, not only can they suggest readily the best method of procedure, but if the claim should not yield to first-aid treatment there is a distinct advantage in having the preliminary steps taken by those who later submit the claim to formal arbitration or initiate legal action. There is much to be said, moreover, for having a claim presented by persons not directly interested in the outcome. That "he who is his own lawyer has a fool for a client" is not always true; but just as the paid union representative, who is an "outsider," can often bargain more effectively for a group of employees than can the workers themselves, so also, and for similar reasons, can the Equity claim agent present and press with particular vigor the case for the actor.

Claims that can not be settled by negotiation are submitted to formal arbitration. The details of arbitration are given in a provision of the Equity minimum contract:

> 6. In event that any dispute shall arise between the parties as to any matter or thing covered by this agreement, or as to the meaning of any part thereof, then said dispute or claim shall be arbitrated. The manager shall choose one arbitrator and the Actors' Equity Association the second;_____shall be the third. These three shall constitute the board and the decision of a majority of the arbitrators shall be the decision of all and shall be binding upon both parties and shall be final. The board shall hear the parties and within seven days shall decide the dispute or claim. The board shall determine by whom and in what proportion the cost of arbitration shall be paid, and the parties hereby constitute said board their agents and agree that its decision shall constitute an agreement between them, having the same binding force as if agreed to by the parties themselves. Further, that they and each of them will, if required, sign such individual arbitration agreement as to make said arbitration comply with a legal arbitration under the laws of the State of New York, and the rules of the supreme court thereof, and that judgment upon the award may be entered in the Supreme Court of the State of New York. The oath of the members of the board of arbitration shall not be necessary unless specifically requested by one of the parties.[33]

By these terms, the Actors' Equity Association is given authority to represent the actor, choosing for him his arbitrator. This was also the case under the P. M. A.–A. E. A. contract. It should be

[33] Equity minimum contract, clause 6, Appendix E.

stated that the association has steadfastly refused to ask for the arbitration of any claim which does not seem almost certain to win a favorable verdict. Its leaders have insisted that Equity could not afford to establish a record for defending doubtful claims or any claim that could not be supported whole-heartedly. This stand doubtless accounts for the high percentage of decisions that have been given favoring the actor.[34]

During the life of the P. M. A.–A. E. A. contract, from 1919 to 1924, arbitration affecting members of the Producing Managers' Association and of the Actors' Equity Association was administered through a permanent joint arbitration board consisting of three members of each association and an impartial umpire, the latter being chosen anew for each meeting of the board. Submission of a claim to formal arbitration was not necessarily an indication that the amount involved was large; often it meant simply that the parties to the dispute were holding on tenaciously in defense of a principle that seemed worth fighting for. The cases heard by the board in 1923 are summarized in Appendix F. Several of the awards were as small as $50 each, one amounted to $2,700, and larger claims have been granted in other years. The 1923 claims were for salaries for the most part, but some of these were complicated by the inclusion of explanations of lost performances, payment for rehearsals beyond the allotted probationary period, dismissal for cause, and details of verbal agreements. A decision of wide application was one pertaining to sleeping-car accommodations for members of choruses, and there were several cases in which the awards affected whole companies. Of the 24 claims heard in that year, 18 were decided in favor of the actor, 1 for the manager, and 5 were either postponed or referred to independent arbitration.

With the expiration of the P. M. A.–A. E. A. agreement, the joint arbitration board went out of existence. This was on June 1, 1924. Since that time all cases have been heard and settled by arbitration supplied by the Arbitration Society of America, and not in accordance with the provisions of clause 6, quoted above.

COLLECTION OF CLAIMS

Awards of the joint arbitration board have usually been paid without question, though not always without delay. In numerous instances, however, claims are so obvious that they are neither negotiated nor arbitrated and yet are not paid voluntarily. Such, for example, are claims for salaries due at the close of a season, for transportation of actors dismissed while on tour, and so forth. These are claims that are admittedly due, that do not need to be proved but to be collected. Added to these are claims against managers who dispute the accounts and yet refuse to arbitrate them; these cases have first to be proved and then collected.

The members of the legal department of the Actors' Equity Association in their private capacities, undertake the collection of such claims for Equity members. The actor himself, being on tour much of

[34] Cf. the awards of the joint arbitration board during 1923, Appendix F.

the time, is in a poor position to trail the manager with demands for payment or to take effective legal action. He therefore files his claim with the legal department, knowing that it will be collected if strenuous action will effect that end. The association has established an excellent record for prompt adjustment of claims with managers who have assets; and it keeps a watchful eye on past defaulters, ready to pounce upon them when their fortunes change for the better. Claims thus intrusted to the legal department are collected on the best terms obtainable. Frequently collection can be made in full, but upon occasion concessions are advisable if not imperative. In 1920 a musical comedy closed suddenly owing members of the company some $5,000 in salaries. It was not until 1924 that any collection was made, and then only on a 50 per cent basis. But had the claims been presented individually they would likely have been dropped long since. Indeed, so improbable did collection seem in this instance that 14 of the claimants had not bothered to keep the association advised of their addresses, and most of these were reached only through the columns of the Equity magazine.

Claims of members to the amount of $500 are collected without any charge. On claims larger than this the association receives a commission of 5 per cent, $500 of the amount being collected free. This is, of course, a materially lower fee than is ordinarily charged by collection attorneys. Located throughout the country are 150 law firms that are known as associate attorneys. Though not members of the Equity legal staff, the associate attorneys accept and press claims on behalf of Equity members at reduced rates.

Another function of the legal department touches very closely the interests of the members. Equity members in good standing are entitled to legal advice from the regular legal staff without charge. This is a privilege of which members frequently avail themselves. This service relates to contractual advice only.

The achievements of the Actors' Equity Association which have been discussed relate almost wholly to gains represented by the Equity minimum contract, which are the gains of collective bargaining. Emphasis has been placed upon the most significant of its provisions and those seeming to demand interpretation or illustration. A reading of the rules governing standard minimum contracts (Appendix E) will reveal other gains—the payment of salaries on Saturday instead of on Tuesday, the statement in the contract of actual and not a fictitious salary, the provision that the use of understudies or other changes in casts shall be announced to the audience, and so on—but these are of minor importance in comparison with the benefits derived from the enforcement of those clauses that have been dealt with at some length.

The Equity minimum contract is distinctly a *minimum* contract. Any performer who is able to make better terms, by reason of special bargaining power, is perfectly free to do so. An actor may specify, for example, that he is to be featured in all newspaper advertising, that his name is to appear in electric lights at the theater entrance, or that he is to have a private car while on tour. He is also at liberty to secure the highest salary that his ability can

demand—the Actors' Equity Association has nothing to do with wage rates. Contracts are not reviewed by Equity officials unless their advice is asked, nor are they registered in any way. The remuneration which an actor receives remains, therefore, his own private affair unless he or his manager chooses to make it public. What the association does is to specify the minimum working conditions under which its members may accept employment. No member is permitted to sign an agreement less favorable than the Equity minimum contract, for this instrument is believed to contain provisions equitable to both manager and actor, which can not be reduced without peril both to the individual actor and his fellow craftsmen. There may be occasional violations of this regulation, though there would seem to be little point to such violation, for if an actor hoped, by striking out a required clause, to secure a part that might otherwise go to another performer, he could gain this advantage just as easily by making a salary concession, which would be entirely permissible.

Chapter III.—ORGANIZATION, CONTROL, AND AFFILIATIONS OF ACTORS' EQUITY ASSOCIATION

AFFILIATED UNIONS

By virtue of an international charter, granted by the American Federation of Labor in 1919, the Associated Actors and Artistes of America is authorized to organize into unions the professional entertainers of the United States and Canada. The right to unionize stage performers had been held by two other international bodies—by the Actors' International Union up to 1910, and by the White Rats Actors' Union from 1910 to 1919. In both instances the charters were surrendered voluntarily[1] to permit the issuance of new international charters which would be satisfactory to important groups of actors which had been formed outside the Federation but were later prepared to affiliate.

The Associated Actors and Artistes of America has no authority over theatrical employees other than stage performers. Musicians, motion-picture operators, and stage hands, for example, come within the jurisdiction of other internationals.[2] The "Four A's," as the Associated Actors and Artistes of America is commonly called, may be classified as an international craft (or trade) union, since it includes only members of one craft, the acting profession. Within this group come all those who entertain upon the stage, including dramatic actors, singers, dancers, musicians who appear on the stage as opposed to those who play in the orchestra pit, and that miscellaneous class of entertainers known as variety or vaudeville artists.

The Four A's has granted charters to nine groups which fall within its jurisdiction. These nine organizations control the various branches of the entertainment field so far as performers are concerned. Three are made up of actors in the legitimate theater. They are: Actors' Equity Association, Hebrew Actors' Union, and Hungarian Actors and Artists' Association. The English-speaking vaudeville branch of the Four A's is the American Artistes' Federation. German-speaking vaudeville performers belong to the Deutsche White Rats Actors' Union. Members of the chorus have representation through the Chorus Equity Association and the Hebrew Chorus Union of New York and Philadelphia. The choristers of grand opera are members of the Grand Opera Choral Alliance. Finally, the Yiddish Playwrights and Authors, though not actually performers, are also chartered under this international union.

An accurate definition of jurisdiction is vital to the smooth working of union relations. In the legitimate division of the Four A's, lines are drawn on the basis of language. Actors in the Hebrew and

[1] Cf. Ch. I, pp. 1, 8.

[2] The musicians belong to the American Federation of Musicians, the stage employees and motion-picture operators to the International Alliance of Theatrical Stage Employees and Moving Picture Operators.

Hungarian speaking theaters have separate branches for their respective groups. The Actors' Equity Association includes those performers appearing in legitimate theaters in which English or French is spoken. Following is an outline of Equity jurisdiction:[3]

> All players or entertainers who are individual or independent in their work and who do not exclusively act in mass formation, in any places where representations in English or French are given, containing a sustained plot. This includes and means such performances as Shakespeare, drama, melodrama, comedy (musical and otherwise), farce, light opera, grand opera principals, and such performances as "revues" and "follies" or entertainments of a similar nature where such performances take up approximately 85 per cent of the time allowed for the performance; but this does not include what is known as "burlesque," a Hippodrome show, or chorus. This jurisdiction also includes all motion-picture artists, but not those who appear in "mobs" only.

This definition of jurisdiction shows that the term "legitimate," as applied to the province of the Actors' Equity Association, is purely arbitrary. It is used chiefly for the purpose of distinguishing dramatic, musical comedy, and revue players from those of the vaudeville world, for no jurisdictional conflict is likely to occur within the Four A's, except as between legitimate actors and vaudeville performers. The latter have representation through the American Artistes' Federation, which fell heir to what was left of the White Rats Actors' Union after its disastrous encounter with the Keith interests in 1917.[4] The control of the American Artistes' Federation embraces:[5]

> All players or entertainers who appear in places where entertainments in English or French, such as vaudeville, variety, burlesque, cabaret, concert, or any combination of same (such as chautauqua or minstrels or concert parties), and circus performances are given, including such performances as are given at the Columbia Theater, Seventh Avenue and Forty-seventh Street, New York; the Hippodrome, Sixth Avenue and Forty-third Street, New York; the American Theater, Forty-second Street and Eighth Avenue, New York; the Ringling Circus, and what are known as carnivals, fairs, parks, and all other outdoor amusements where such entertainments are composed of individual or independent performances not connected with a plot, except where there may be a performance with a connected plot as an incident to such entertainment.

If the American Artistes' Federation were an active, functioning union, capable of offering tangible benefits to its members, the relation between it and the Actors' Equity Association would be most important, for there is a small but fairly continuous shift of players between the legitimate and vaudeville fields. By agreement the actors who thus pass from one field to the other transfer their allegiance to the union under the jurisdiction of which they temporarily come and pay dues to that organization. As a matter of actual practice dramatic actors play occasional seasons in vaudeville, retaining membership in and paying dues to the Actors' Equity Association. The explanation goes back to the vaudeville strike of 1917. So thorough was the defeat then administered to the striking actors and so completely were they routed that the vaudeville union has never since been able to collect its forces and regain its lost power. A general belief exists that membership in the American Artistes' Federation, if it becomes known in the Keith offices, is an absolute bar to the securing of employment. Personal regard for James William Fitzpatrick, president, and Harry Mountford, secretary, of

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[3] This is the official statement of jurisdiction as outlined by the Four A's.
[4] Cf. Ch. I, pp. 8 and 12; also Ch. III, p. 42.
[5] This, again, is the official statement of jurisdiction.

this union, both of whom have battled courageously though unavailingly for the vaudeville actor, has impelled some 300 variety performers to take out membership in the American Artistes' Federation. These members are known not by name, but by number only, a precaution which indicates that the danger of blacklisting is felt to be a real one. The American Artistes' Federation in its present condition is not able to bargain for its members, so that membership carries with it not only no benefits but a good deal of risk. Under these circumstances there is little if any transfer of membership when legitimate actors enter the vaudeville field.

In addition to the American Artistes' Federation, there are five branches of the Four A's, the members of which are not classified as legitimate actors. Much the largest of these is the Chorus Equity Association, which, though separately chartered, is so intimately associated with the Actors' Equity Association as to warrant detailed consideration in another chapter.[6] The others are the Hebrew Chorus Union of New York and Philadelphia, with closed union and closed union shop; the Grand Opera Choral Alliance, which is also a tightly closed organization; the Deu sche White Rats Actors' Union, with open union but closed union shop; and the Yiddish Playwrights and Authors. These last four are not important for the purposes of this study, which is concerned with entertainers in the legitimate field. Nor, indeed, will there again be occasion to mention the Hungarian union with its 70 members. The jurisdiction of the Actors' Equity Association, as has been seen, includes legitimate players who perform in English or French; but of the latter there are almost none, since plays in French are seldom presented in America. The organization and control of the Actors' Equity Association will be examined at length in the course of the present chapter; and in Appendix G is given a short account of the Hebrew Actors' Union, to which reference has already been made.[7]

Representation in the councils of the Four A's is on the basis of membership figures of the several branches. Dues are paid to the international at the rate of 50 cents annually for each paid-up member of the separate unions. Of this amount, 1 cent per member per month goes into the treasury of the American Federation of Labor. A branch having 300 or fewer paid-up members is entitled to one vote in the international union, and an additional vote is allowed for each additional block of 300 members. Representation in the international on this basis is as follows:

Branches of Four A's	Votes
Actors' Equity Association	24
Chorus Equity Association	7
Hebrew Actors' Union	1
Grand Opera Choral Alliance	1
American Artistes' Federation	1
Deutsche White Rats Actors' Union	1
Hungarian Actors and Artists' Association	1
Hebrew Chorus Union	1
Yiddish Playwrights and Authors	1
Total	38

[6] In Ch. IV. The distinction between actor and chorus is that the actor is a player who is "individual or independent" in his work, whereas the chorus members sing, dance, or appear in group formations in a musical comedy or revue.

[7] In Ch. I, p. 16. And is again made in the present chapter, pp. 45 and 46.

This tabulation shows very clearly the strong position occupied by the Actors' Equity Association, commanding as it does nearly two-thirds of the total vote in the Four A's, and with the strength of the Chorus Equity Association, which it controls almost as a matter of course,[8] 31 of the 38 votes in the international. Nor is the situation likely to change. The Equity shop policy, as has been demonstrated,[9] virtually guarantees the Actors' Equity Association and the Chorus Equity Association against loss of membership; and the only other branch with potentialities of largely increased membership is the American Artistes' Federation, which gives no signs of being able to overcome its present handicaps. The conditions of several years back have been reversed. In 1916 the Actors' Equity Association refused to affiliate with the American Federation of Labor lest Equity should lose its autonomy by coming under the control of an international dominated by the vaudeville branch. With the decline of the vaudeville union and the threefold growth that has been experienced by Equity, the Actors' Equity Association has come into control of the Four A's, and the policies of this branch have become the policies of the international. Since the Equity is a conservative body, as trade-unions go, the Four A's is a conservative international. Messrs. Mountford and Fitzpatrick, who held important official posts when the international was first chartered, have since been removed from office. This action is not without significance, in view of the fact that these former officers are trade-unionists of the more militant type. Though the Actors' Equity Association has instituted and fought one strike and (in 1924) a partial strike, it has consistently shown a preference for negotiation as against direct action. This policy is now extended to the Four A's through Equity's leadership in the international body.

So long as an international union pays dues with regularity and does not attempt to exercise authority outside the jurisdiction granted it by charter, it is, as Professor Hoxie has shown,[10] "practically independent of higher federal authority." In the present instance the Actors' Equity Association and the Four A's are identical in point of effective control, so that the Equity Association is not hampered in any way by its affiliation with the American Federation of Labor. True, it pays into the treasuries of the international and the federation about $3,800 annually,[11] but in return it receives the moral support of three and one-half million trade-unionists and their families and tacit assurance that these sympathizers would boycott "unfair" theaters in time of emergency. In the actors' fight of 1919 sympathetic strikes called by other branches of organized labor doubtless shortened the duration of the struggle. Sympathetic strikes are outlawed by the basic agreement of 1924,[12] but in the event of abrogation of the agreement by the managers this restraint would be removed and a powerful weapon, as was demonstrated in 1919, would be made available for use. Firmly fortified as Equity now is, the need for the sympathetic strike seems very remote, but the knowledge that the

[8] Cf. Ch. IV, p. 54.
[9] Cf. Ch. I, pp. 15, 16, and 20. The Equity shop principle is enforced by both the Actors' Equity Association and the Chorus Equity Association.
[10] Cf. R. F. Hoxie, Trade-Unionism in the United States, p. 114.
[11] Equity, June, 1924, p. 20.
[12] Managers' Protective Association-Actors' Equity Association basic agreement, clause 14, Appendix D.

association is backed by organized labor is a source of confidence to the actors and of apprehension to possible adversaries.

The Actors' Equity Association is affiliated as a member with the Central Trades and Labor Council of Greater New York, the Chicago Federation of Labor, and the State Federations of Labor of New York, Illinois, and Indiana. The benefits accruing from these affiliations are not easily defined. But the various organizations oppose harmful legislation, champion measures helpful to labor, and in general strive to promote the interests of the trade-unionists. Finally may be mentioned the working agreement that exists between the Actors' Equity Association and two groups of foreign actors. These are the Actors' Association of Great Britain and the Australasian Actors' Association. Though no formal covenant has been entered into, there is a clear understanding between the groups that an actor shall be subject to that association which holds jurisdiction in the country in which he happens to be performing. English actors playing in America, for example, come under the authority of the Actors' Equity Association. Moreover, strike-breaking on the part of visiting actors is forbidden.

ORGANIZATION AND CONTROL OF THE EQUITY ASSOCIATION

With the ground cleared by this brief survey of Equity affiliations, attention may now be centered upon the association itself. The Actors' Equity Association is a craft or trade union, since it confines its activities to a single craft, that of the legitimate actor. It is a business union in that its sole aim is to look after the business interests of its members to the extent the members wish these interests to be handled collectively. It is in no sense a social or beneficial organization. It makes no provision for insurance against sickness, old age, or death. Its chief service has been to establish a trade agreement, defining the conditions under which its members might work.

It is a commonplace in labor circles that the purpose of collective bargaining is to improve the worker's status in matters of wages, hours, and working conditions. That the observation does not apply in its entirety to the bargaining of the Actors' Equity Association may be seen by reference to Chapter II. No attempt is made, or ever has been made, by the Actors' Equity Association to regulate the salary of any actor.[13] This is purely a matter of individual bargaining between player and manager. There is no effort to dictate hours in the strict sense in which hours are specified in many trades. The association has established a standard week of eight performances, with extra salary for programs played beyond that number; but a performance may be very short, say two hours in length, or it may run for three or even four hours without a word of protest from Equity. It is to the regulation of working conditions that the association has bent its efforts and more particularly to the acceptance of a contract specifying who should pay certain necessary expenses and upon whom losses, when they occur, should fall.[14]

The Actors' Equity Association operates under the Equity-shop principle. Without reviewing at length a policy which has already

[13] But the Chorus Equity Association enforces a minimum wage rule.
[14] These points are discussed in detail in Ch. II.

received consideration,[15] it may be repeated that Equity shop is a closed union shop with an open union. In its relation to members of the Managers' Protective Association the closed union shop is not necessarily 100 per cent effective, and need be adopted by these managers, if they choose, only to the extent of 80 per cent. As a matter of practice, however, the percentage is unquestionably much nearer 100 than 80.[16] Managers who are not members of the Managers' Protective Association are required to employ all-Equity casts if they use any Equity members in any company.[17] The Actors' Equity Association has about 11,000 members, approximately 7,400 of whom[18] are paid-up members and therefore in good standing. Members are not dropped for nonpayment of dues until 18 months have elapsed, though they are "out of benefit" if dues are not paid within one month after they fall due. This leniency in the matter of dues explains the inclusion in the total membership of 3,600 actors who are in arrears. The paid-up membership of the association probably represents 97 per cent of all English-speaking legitimate actors in America who now have engagements.[19]

The Actors' Equity Association is an open union; that is, it does not try to limit its membership through the erection of high barriers. On the contrary, it has always urged upon actors the importance of joining the union, and it instituted the Equity-shop policy largely to insure an adequate, permanent membership. Anyone[20] who is engaged to play a part in a legitimate performance is eligible to membership. There are two classes of members:[21]

1. Persons who have been actors for at least two years are eligible to election as regular members.
2. Persons who have been actors for less than two years are eligible to election as junior members.

The initiation fee for regular members is $25,[22] and for junior members $10. The dues for both classes are $18 a year, payable semiannually. Junior members are not entitled to hold office, to vote, or to attend regular or special meetings. The material benefits of membership are applicable to regular and junior members alike.[23]

The ease with which a member of the craft may become a member of the union is worthy of comment, for this is the mark of the true open union. The $25 initiation fee and $18 dues of the Equity open union may be contrasted with the $150 initiation fee and $75 dues of the Hebrew actors' closed union.[24] Even more important, because of its power to block admission to the union, is the test of acting

[15] In Ch. I, pp. 14 to 16.
[16] Because the membership of Equity is increasing weekly, it is becoming more difficult all the time to find non-Equity players able to fill the parts available. Cf. also Ch. I, pp. 16 to 20.
[17] Except that members of the Actors' Fidelity League who were in good standing in that organization on Sept. 1, 1923, are exempted from this ruling. Cf. Ch. I, p. 19.
[18] The number changes from day to day. The figures given are as of November, 1925. Cf. Ch. I, p. 21.
[19] Cf. Ch. I, p. 21.
[20] A few colored actors belong to the association. However, Equity does not exercise close control over the type of entertainments in which colored performers usually appear, and on this account it has urged the negro actors to form a union of their own.
[21] Cf. Managers' Protective Association-Actors' Equity Association basic agreement, clause 15, Appendix D.
[22] But actors playing in repertoire, tent, tabloid, and boat companies pay an initiation fee of only $10, and yet become regular members. To this extent the "faculty" or ability theory of taxation applies in Equity charges.
[23] The basic agreement and Equity minimum contract apply to all members.
[24] Cf. Appendix G.

ability required of the Hebrew actors and passed upon by the members, as opposed to admission to Equity membership without examination as soon as an engagement is secured. The Hebrew Actors' Union definitely undertakes to limit its membership, while the Actors' Equity Association makes no attempt in that direction. Indeed, Equity has bound itself for 25 years to increase neither the qualifications for membership nor the initiation fees:

> The Equity Association agrees to accept the application of and to admit to membership any person of good character and of sufficient age to legally be allowed to be an actor (except persons who have been duly dropped or expelled), upon payment of the regular initiation fee prescribed for such intended member and the usual and then current dues, which initiation fee shall, during the term hereof, be as follows:
>
> (1) Ten dollars for junior members, junior members now being defined as actors of less than two years' experience.
>
> (2) Twenty-five dollars for all others, meaning by "all others," as said classification is now made, actors of more than two years' experience. Equity members who shall have resigned of their own volition and in good standing and who may wish to reenter shall be forthwith reinstated upon application and upon the payment of the initiation fee and advance dues payable by new members of the same class.[25]

The profession of acting differs from most trades in that it destines its members to a migratory existence. Some few theatrical companies remain in the larger cities for weeks at a time, or even for entire seasons; but the average actor, however great a player he may be, expects to spend a good part of his professional life traveling from town to town, thus reaching the audiences essential to the practice of his craft. The result is that the Actors' Equity Association does not have local unions scattered throughout the country, as is the custom in many trades. It has but one organization, with headquarters in New York City, though for convenience in operation there is a branch office (which, however, is in no sense a "local") in four important theatrical centers.[26] Further, it has not been found feasible to follow the common union practice of holding frequent meetings. The enforced absence of members from New York during the busy season, from September to May, would mean an even more meager attendance than that customary at the meetings of nonmigratory unionists.[27] The Actors' Equity Association has but one stated meeting each year, the annual meeting held either late in May or early in June, after the season has closed for most members. Special meetings may be called, and are called, as necessity demands, but the annual meeting, at which officers and members of the council are elected, is the important meeting and frequently the only general meeting of the year. The wisdom of this plan is demonstrated by the results. The average attendance is quite high compared with attendance at the usual trade-union meeting. The annual meetings of 1922, 1923, and 1924 brought together, respectively, 18, 14, and 22 per cent of the paid-up membership. At a special meeting at which the Equity shop decision of Judge Mack was announced,[28] August 28, 1921, 36 per cent of the members were present.

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[25] Cf. Managers' Protective Association-Actors' Equity Association basic agreement, clause 15, Appendix D.
[26] Cf. Ch. III, pp. 48, 49.
[27] Cf. R. F. Hoxie, Trade Unionism in the United States, p. 178.
[28] Cf. Ch. I, p. 17.

But the infrequency of meetings gives rise to a serious question: How, under these circumstances, shall members be instructed in the principles and methods of the organization? The drill in trade-union policies and the whipping up of enthusiasm, for which local union leaders are usually responsible, can not be used here where contacts are so limited. The problem is as yet unsolved, though members have been able to keep in touch with Equity activities in some measure through the medium of a monthly journal, the Equity magazine. This is a publication of about 50 pages each month, devoted to the enunciation of Equity principles, concrete examples of benefits enjoyed by members, authoritative advice on current problems related to the profession, and generally informative articles dealing with the theater in its various aspects.[29] The Equity magazine proved especially valuable in the exposition of trade-unionism during the three years preceding affiliation with the American Federation of Labor, and again in explaining the purposes and proposed operation of the Equity-shop policy prior to its partial enforcement in 1921 and its extension in 1924. But the building up of a strongly trade-conscious organization can not be so well accomplished through the printed word as by personal contacts.

The unpaid officers of the association consist of president, first and second vice presidents, recording secretary, and treasurer. The term of office is one year, but reelections are quite common. For example, Equity has had but two presidents in its 12 years of existence. The first was Mr. Francis Wilson, the veteran comedian, who might have remained in office indefinitely had he not insisted upon being allowed to retire, whereupon he was honored with the title president emeritus. His successor, Mr. John Emerson, has since held the office. Actual control of the organization, as will be shown, is vested in the council, and to this body 16 members are elected annually to serve for three years. This arrangement provides a council of 48 members, 32 of whom are experienced through either one or two years of service as councilors. Members unable to attend the meeting are allowed to cast their ballots by mail. The conditions leading to infrequent meetings of the general membership affect also the membership of the council and the size of its quorum. Members of the council are usually prominent players, most of whom are certain to be absent from New York during at least part of the year. To insure sufficient attendance to permit the transaction of business, a body of 48 councilors is chosen, one-third of this number each year, but it takes the presence of only 5 members to constitute a quorum. The attendance is ordinarily well above this minimum, the average being from 12 to 15. Meetings of the council are held weekly throughout the year.

The council is the governing body of the association and few restrictions have been placed upon its authority. To the council are intrusted "the general management, direction, and control of the affairs, funds, and property of the association * * * except as they are controlled by the constitution and the by-laws." [30] Matters not covered by the constitution or the by-laws are "in the discretion of the council," and the council has the power to repeal or amend the by-laws

[29] The payment of dues entitles members to receive the Equity magazine without extra charge.
[30] Constitution, Art. II, sec. 1, Appendix H.

and to make rules supplementing the constitution and the by-laws.[31] The council appoints the paid officers of the association, who are the executive secretary and assistant executive secretary, and has the power to remove them at will, with or without cause.[32] These paid executives, in turn, engage the representatives and clerical workers who look after the business details of the association. Committees are appointed by the president, but the appointments are confirmed by the council.[33] Members of committees may be removed at any time by the council,[34] and it may create new committees.[35] The council may remove members of its body for cause and it may also remove officers of the association, though this latter action must be ratified by the association.[36] The council has the power, moreover, to fill vacancies "occuring in the council or in any of the offices or in any committee."[37] The council may censure, suspend, or expel from membership any member for "any act, omission, or conduct which is prejudical to the welfare of the association,"[38] though such member is given the right of appeal to the association.

This extensive delegation of authority shows, first, that the Equity members realize the hopelessness of detailed control of association affairs by an absentee membership; and, second, that they have confidence in the integrity and sound judgment of the council. The powers reposed in the council are so broad that this body could take far-reaching action, and yet not exceed its authority. That it retains these powers intact may be due in part to the fact that it has not abused its authority. No vital move has yet been made by the council without first ascertaining the will of the membership. The council, for instance, had ample authority to effect affiliation with the American Federation of Labor, but it first called a special general meeting to determine whether the question of trade-unionism should even be considered, and later it put up to a vote of the membership the motion recommending that the association join the national federation.[39] Again, a referendum was taken on the Equity-shop policy,[40] which could have been inaugurated by simple edict of the council. This regard for the wishes of the members has not been wholly unrewarded, if a vote of confidence may be accounted a reward. Time and again the membership has given this manifestation of its approval; indeed, never thus far has it failed to pass a measure proposed by the council.

The council operates through an executive committee of seven members—two paid officers, two unpaid officers, two council members, and the Equity counsel. This committee is appointed by the council. The administrative details of the association are under the direction of Frank Gillmore, who has been executive secretary since January, 1918. Associated with him is Paul Dullzell, assistant executive secretary. The bulk of the administrative work is handled at the New York headquarters, 45 West Forty-seventh Street, by a force of 28 paid employees. A branch is maintained in each of four other cities—in Chicago, because that city is important theatrically, and is a base for stock companies; in Kansas City, the center of repertoire

[31] By-laws, Art. II, sec. 9, Appendix H.
[32] Idem, sec. 11, Appendix H.
[33] Idem, sec. 7, Appendix H.
[34] Idem, sec. 6, Appendix H.
[35] Idem, sec. 8, Appendix H.
[36] Idem, sec. 5, Appendix H.
[37] Idem, sec. 10, Appendix H.
[38] Idem, Art. V, sec. 1, Appendix H.
[39] Cf. Ch. I, p. 5.
[40] Cf. Ch. I, p. 15.

and tent companies; in Los Angeles, due to its prominence in the motion-picture world; and in San Francisco, which is the general theatrical center of the Pacific coast. There are five Equity representatives in the Chicago office; two in Kansas City, five in Los Angeles, and one in San Francisco. These branches do much to lessen the demands upon the main office. Members are requested to take up with the nearest Equity representative any matters requiring official action. Action is thus facilitated and adjustments are made more readily than would be possible through the New York office. Through the distribution of representatives throughout the country it is possible to send an Equity official promptly to any point where his presence might be necessary, and this is frequently done. Every theatrical company is expected to elect one member of the cast to serve as Equity "deputy." The deputy is an unpaid representative whose duty it is to act for the association in minor matters, and to refer at once to the nearest paid official or to the main office any violations of contract or other matters requiring action. The deputy is also expected to see to it that members of his company pay their dues promptly.

Through this system of deputies and paid representatives the actor on the road is kept in touch with Equity headquarters. The branch offices are in no way independent of the New York organization. They receive orders from and report back to the main office. They are authorized to collect dues, which they forward to the treasurer in New York, and in return their operations are financed from the New York headquarters. The expenditures of the association for the fiscal year ending April 30, 1925, an average year, were $179,885.81, divided as follows:[41]

Item	Amount	Per cent
Operating expenses	$170,007.21	94.51
Labor affiliations	3,792.83	2.11
Other expenses	6,085.77	3.38
Total	179,885.81	100.00

Summary: The Actors' Equity Association is, in structure, a craft or trade-union; in function, a business union. It is affiliated with the American Federation of Labor through the Associated Actors and Artists of America, an international union. The Equity Association commands sufficient votes to insure control of the international, so that it is strictly autonomous within its jurisdiction. It leans toward the settlement of industrial differences through negotiation rather than through direct action. It operates what is virtually a closed shop, but it is definitely pledged to the open union principle for a period of 25 years. The control of the association resides primarily in the council, which has vast powers, but the council consults the membership when matters of importance are being decided. The paid officials are appointed by the council and are subject to this body. The business of the association is administered through the main office and four branch offices, with the aid of paid representatives and unpaid deputies.

[41] Equity, June, 1925, p. 15.

Chapter IV.—CHORUS EQUITY ASSOCIATION

The Actors' Equity Association was organized in 1913, but it was not until six years later, during the strike of 1919, that the Chorus Equity Association entered the field of trade-unionism. It was originally referred to as "the Chorus branch of the Equity,"[1] but it soon became evident that some of the problems confronting the chorus were different from those of the legitimate actor, so that a separate group was formed and the Chorus Equity Association allied itself with organized labor under a charter granted by the Associated Actors and Artistes of America.

It has been explained in Chapter III that a player who is "individual or independent" in his work is classed as an actor and the person "who sings, dances, or appears in group formations in musical comedy or revue" is a chorus member.[2] Several further distinctions may now be drawn. The actor is in a more advantageous bargaining position, as his work is "individual"; he can not be so easily replaced as the chorus member who is but one among many. The actor, again, because of his greater maturity, is somewhat practiced in business methods, if only through his dealing with the managers; but the chorus member, of necessity young and usually with no business experience, not only bargains badly but quite often fails wholly to grasp the importance of living up to definite agreements. Finally, the actor, with few exceptions, looks upon the stage as a life work, but the chorus career by the very nature of things is limited to a comparatively few years. A girl[3] may enter the chorus at 18 or even younger, but by 25, except in rare instances, her task is done, for the chorus demands above all else the beauty and freshness of youth. As these pass, new faces crowd the scene—for there is sharp rivalry for chorus positions—and the older members seek new occupations. Some few, to be sure, remain on the stage permanently by preparing themselves for other types of stage work, such as speaking, singing, or dancing parts in which they are "individual" and not merely members of groups. In this manner 96 persons have become "actors" and have "graduated" from the Chorus Equity Association into the Actors' Equity Association during the past five years.

It is the intense competition for places, the lack of business sagacity, and the irresponsibility of youth that have made necessary a separate organization for these entertainers of the legitimate theater. The Chorus Equity Association exercises a closer supervision over its

[1] Equity, September, 1919, p. 4.

[2] Cf. Ch. III, p. 44, footnote. The chorus member is thus described by the executive secretary of the Chorus Equity Association. The definition of an actor is taken from the official statement of Actors' Equity jurisdiction; cf. Ch. III, p. 41.

[3] There are chorus men as well as chorus girls, but the former comprise only about 10 per cent of the total.

members in their business relations than does the Actors' Equity Association. It does this in part, so it claims, for the benefit of the manager, so that he may be reasonably certain that chorus members will live up to their contracts; but in the main, and admittedly, it aims at the protection and advancement of its members. And this is a business that requires haste, for the actor may well make economic concessions while mastering his art, in view of his professional future, but the brevity of a chorus career does not warrant such sacrifice, since earning power declines as the years go by. The Chorus Equity Association, like the Actors' Equity, has written its achievements into a minimum contract;[4] but the Chorus Equity has gone several steps further than the Actors' Equity,[5] and these additional provisions may now be examined.

The first of these relates to salary. The Actors' Equity Association leaves the amount of salary wholly to bargaining between the contracting parties, but the Chorus Equity has established a minimum wage of $30 weekly in New York and $35 on the road.[6] This minimum is an attempt to cope with the problem of undercutting of salaries by young girls anxious to go on the stage. "Any girl with an average amount of good looks, a good figure, and natural grace can be a show girl after four weeks of rehearsal."[7] And to hundreds of girls a season in a New York chorus is most appealing. As a consequence there was in pre-Equity days so much demand for jobs that the usual chorus salary was $25 a week.[8] Even in 1924 a New York manager found chorus girls willing to work at a salary of $12 a week, and it required the insistence of the Chorus Equity Association to maintain the standard minimum wage.[9] The $30 a week set by the Chorus Equity is distinctly a minimum. The chorus member is not permitted to accept less than this amount, but there is no upper limit save that set by the ability of the individual and the needs of the manager. At the present time, with the exception of the Shubert productions, chorus members in first-class musical comedies and revues receive salaries of from $40 to $50, and a few get as much as $75 a week. But the Shuberts produce four times as many musical shows as any other one management, and since they pay only the minimum salary it is safe to say that approximately 75 per cent of the New York chorus people receive no more than the minimum wage set by the Chorus Equity Association. The

[4] Cf. Appendix K.

[5] The provisions of the Equity minimum contract as analyzed in Ch. II apply also to the chorus. It is an interesting and important fact that prior to the strike of 1919 contracts were almost never issued to the chorus.

[6] Chorus Equity minimum contract, clause 3, Appendix K. Companies designated by the Chorus Equity Association as number 2 attractions need pay only $30 weekly on the road; but no such companies have gone out from New York, and only a few from Chicago.

[7] Equity, November, 1924, p. 18.

[8] It should be recorded that Messrs. Ziegfeld, Cort, and Hammerstein paid more than this average; but these managers put out only a small part of the musical shows produced each year, no one of them, as a rule, producing more than two or three in a season.

[9] The incident has been related in The Billboard (issues of Oct. 4, 1924, to Nov. 1, 1924), and is summarized in Equity, November, 1924, p. 15 et seq. The facts, briefly, are that Earl Carroll engaged 48 girls to work in the chorus of his "Vanities" at $12 weekly, $18 of a hypothetical $30 salary being retained each week for alleged instruction received in a dancing class conducted by Mr. Carroll's assistant stage manager. His claim was that these girls were "extras." (Extras are people who come on in mobs, with little or no rehearsal, do not speak or sing, etc. Extras are not required to belong to either the Actors' Equity Association or the Chorus Equity Association.) The Chorus Equity council ruled, however, that they were chorus members, and must join the Chorus Equity Association and receive the $30 minimum wage. Mr. Carroll eventually capitulated, reducing the size of his chorus and complying with the ruling of the Chorus Equity Association.

occupation, of course, is seasonal. Forty weeks a year is a long season for a chorus girl;[10] for, since many chorus people play in two or three different productions in the course of a season, 8 or 12 weeks may be spent in free rehearsals, and in addition to this unpaid time the summer months are frequently open.[11]

Actors appearing in musical productions may be rehearsed for five weeks without compensation,[12] but the unpaid rehearsal period for the chorus is four weeks. If further rehearsals are necessary the chorus receives half salary during the fifth and sixth weeks and full salary thereafter.[13] The limited incomes of most chorus people gave rise to this regulation as well as to two provisions which have to do with transportation. The first of these is that the manager must pay for sleeping-car accommodations for the chorus on all jumps made before 5 o'clock in the morning,[14] and the second states that a member of the chorus shall pay only return fare to New York if he or she cancels a contract while on tour.[15] An actor under the same circumstances would be required to pay also the transportation of his successor to the point at which he joins the company.[16]

There is a run-of-the-play contract for the chorus, as for the actor,[17] but Chorus Equity officials advise their members not to sign this contract if the standard form, permitting cancellation of contract upon two weeks' notice, can be obtained. The reason is that run-of-the-play contracts are offered only to the most attractive chorus members, who have practically no difficulty in securing positions at any time during the theatrical season. This being the case, a chorus girl gains no security of employment through signing a run-of-the-play contract, and this contract requires her to go on tour with the production if the manager so desires. Whatever benefit there is in the arrangement (as it applies to the chorus) accrues to the manager, since it enables him to tie up his chorus for the road and thus to present a New York cast intact. But most New York chorus girls, for one reason or another refuse to go on tour. Some live with their parents, who object to their touring; others are married and refuse to leave their husbands; and still others decline to relinquish the supplementary income that comes through posing for artists or as models in the Fifth Avenue shops. Many instances of contract jumping in the past have resulted from the use of this contract, the chorus girls insisting that they thought they had signed the usual contract with the two-weeks' notice clause. Since the Chorus Equity Association disciplines members for contract jumping, it now issues a run-of-the-play contract which is not valid until it is stamped "Approved" by Chorus Equity officials, and this approval is not given

[10] A season of 25 weeks is an excellent one for an actor, and well above the estimated average. Capable chorus girls are seldom long out of work during the theatrical season, if they are content to work at the minimum salary. The fact that a chorus member is one of a group enables her to fit into a production more easily than the individualistic actor. The latter's services are usually more valuable when he can find a purchaser, but he often seeks in vain a market for his peculiar type of talent. Hence, the short season noted above.

[11] The figures herein quoted have been verified by the executive secretary of the Chorus Equity Association, who is in a peculiarly advantageous position to know the conditions which exist in this branch of the theatrical profession.

[12] Cf. Ch. II, p. 28.

[13] Chorus Equity minimum contract, regulations, section A, Appendix J.

[14] Idem, section L, Appendix J. The actor, on the other hand, pays this item himself.

[15] Idem, section M, Appendix J.

[16] Cf. Ch. II, p. 32.

[17] Cf. Ch. II, p. 46.

until the member signing the contract understands clearly the obligations which are being assumed.[18] The association further requires, whatever the form of contract used, that—

> A list or lists of all members of the chorus of the play, stating the full names and salaries of each member, shall be filed by the manager with the Chorus Equity Association not later than the termination of the first week of performance. If the manager prefers, triplicate copies of all chorus contracts may be so filed instead.[19]

This rule enables the association to check up salaries and membership and thus to see that the minimun wage and Equity-shop provisions are being observed.[20]

Unlike the Actors' Equity Association,[21] the Chorus Equity does not guarantee the manager any payment of damages for losses sustained through breach of contract. The Chorus Equity explanation is this: When a chorus is to be chosen, a general call goes out and a hundred or more persons may respond to a call for a chorus of 20. From this number the manager picks his chorus according to appearance and the ability shown in the 10-day probationary period.[22] Usually he knows little, if anything, of their past history or business integrity; and yet, since he engages them, they must be admitted into membership of the Chorus Equity Association.[23] The association officials state that they can not be responsible for the fulfillment of agreements made by persons selected in this manner, especially since many are girls whose first season it is, who may quit at any moment and in this way breach a contract.[24] They argue that "if the manager is to be free to take in any kind of girl he wants, knowing that if she jumps her contract it will cost the Equity two weeks' salary, he will exercise even less care than he now does."[25] However, the Chorus Equity Association imposes a fine of two weeks' salary upon contract jumpers. The fine, if it can be collected, goes to the manager. If the member refuses to pay she is suspended from the association and can not play in a chorus until an adjustment has been made. Until the fine is paid the manager receives no damages. Nine members of the Chorus Equity Association were suspended in the season 1923–24 for contract jumping.

The pre-Equity working conditions described in Chapters I and II existed for actor and chorus alike, but they seriously affected the chorus member especially because of the small salaries then paid to this type of entertainer. Though the usual salary was $25 some few chorus girls were able to exact a higher wage and others received as little as $18 to $20 a week. They were none the less called upon to rehearse without pay, often for 9 or 10 weeks and occasionally for

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[18] The executive secretary of the Chorus Equity Association states that ordinarily only about 10 per cent of the chorus read their contracts before signing them. In many cases contracts could not be enforced legally because of the youth of the signers; but the Chorus Equity undertakes to enforce them so far as this can be done by reprimanding, finding, or suspending the offenders. A suspended member can not play in any chorus with Chorus Equity members.

[19] Chorus Equity minimum contract, rule 1, Appendix J.

[20] Since the paragraph was written, the Chorus Equity Association has found it necessary to abolish the run-of-the-play contract, because of the objections to its use, which have been noted above.

[21] Cf. Ch. II, pp. 25, 26.

[22] Cf. Chorus Equity minimum contract, regulations, section C, Appendix J.

[23] The Chorus Equity Association, like the Actors' Equity Association, is open to any person who secures an engagement with a manager.

[24] Most members of the Actors' Equity Association expect to be on the stage permanently, and in view of this fact are much less likely than chorus members to break their contracts.

[25] Quoted from a written statement of the executive secretary of the Chorus Equity Association.

a much longer period.[26] Since contracts were seldom issued to chorus girls, the chorus could be dismissed at any time without notice, and though the better class of managers always brought their companies home, yet in numerous instances choruses were stranded. The chorus were required to play as many performances weekly as the manager desired and received no salary for extra programs. Except in rare instances they were compelled to pay for stage shoes, for stockings, and (if they were used) for tights. The initial outlay for this equipment, for an average musical comedy, is estimated variously at between $60 and $75, and in the course of a long season there were replenishment costs, which were also borne by the chorus. Prior to 1919 the absence of contracts for the chorus made it almost impossible to press a claim against a manager; from 1919 to 1924 contracts were issued and claims of chorus people were handled by the Chorus Equity Association; and the Chorus Equity minimum contract of 1924 provides for the arbitration of disputes.[27] The gains of the chorus through changes wrought in the working conditions sketched in this paragraph parallel very closely the gains of the actors through the enforcement of the Equity minimum contract.[28] Relatively, however, the chorus member has experienced a greater advance than the actor, so low was her estate at the time of the strike in 1919.

A glance at the organization and control of the Chorus Equity Association reveals at once its close relationship to the Actors' Equity Association. The council of the Actors' Equity Association is also the council of the Chorus Equity. John Emerson is president of both organizations, and Miss Ethel Barrymore, first vice president of the Actors' Equity, is assistant executive of the Chorus Equity. There is an executive committee composed solely of chorus members, though its chairman, elected by the Chorus Equity membership, is Paul Dullzell, assistant executive secretary of the Actors' Equity. This committee passes upon minor matters; but the control of the association is in the hands of the council, and since the councils of the two Equity Associations are identical, unity of action is assured. The finances of the two groups are administered separately. The executive secretary of the Chorus Equity is Mrs. Dorothy Bryant, who, with the aid of four paid employees, transacts the business of the association at the central office, 110 West Forty-seventh Street, New York. The affairs of the Chorus Equity in Chicago, Kansas City, Los Angeles, and San Francisco are handled by the representatives of the Actors' Equity Association. In most cases, also, the Actors' Equity Association deputy acts for the Chorus Equity, though in a few companies the chorus elects its own deputy. The financial obligations of membership are $5 initiation fee and dues of $12 a year payable semiannually. On November 1, 1925, the Chorus Equity Association had 1,635 members in good standing.

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[26] Cf. Ch. II, p. 29. It should be noted that the rehearsals of musical plays were especially long drawn out and that each long period of free rehearsals affected a considerable number of chorus people.
[27] Chorus Equity minimum contract, clause 6, Appendix J.
[28] Cf. Ch. II.

Chapter V.—EFFECT UPON THE THEATER OF TRADE-UNIONISM AMONG ACTORS

By dint of hard work that long seemed futile, by thorough organization and wise leadership, occasionally by means of persuasion, but more often through a show or exercise of strength, the Actors' Equity Association[1] has established the right to bargain collectively for its members; and through such bargaining it has been able to enforce its demands upon the managers. In so doing the association has performed the function of a business union, which is to advance the economic status of its members. But if a trade movement is to have just appraisal it must be judged by its effect upon the industry as a whole and not merely by benefits secured for a single group within the industry. In this connection two questions may well be raised: Have the activities of the Actors' Equity Association been helpful or harmful to the theater as a business? And, so far as this may be determined, has the unionization of actors retarded the art of the theater? The present chapter will be given to a consideration of these questions.

Enough has already been been said[2] to show that prior to the strike of 1919 the contracts issued by many managers were clearly inequitable.[3] This condition arose in large part from the development of monoply control in the American theater, centering in the booking firm of Klaw & Erlanger.[4] Only by sufferance of the Theatrical Syndicate and on terms which it dictated could productions be presented in the first-class theaters of the United States and Canada. A well-known historian of the theater may here be quoted:[5]

> It was an intolerable situation. The triumph of the syndicate meant the end of honest competition, the degradation of the art of acting, the lowering of the standard of the drama, the subjugation of the playwright and the actor to the capricious whims and sordid necessities of a few men who set themselves up as theatrical despots.

The trust's control was eventually smashed by the Shuberts,[4] with the result that a working agreement was reached and the field was parceled out between these two booking concerns. But the lot of the actor was not noticeably improved. He still bargained, as an individual, with powerful interests which controlled his field of employment either directly or indirectly. The conditions of employ-

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[1] The subject matter of the present chapter relates to both the Actors' Equity Association and the Chorus Equity Association, unless otherwise noted.

[2] In Chs. I and II.

[3] At a special meeting of the Actors' Equity Association, held Nov. 17, 1918, a Shubert contract was analyzed by George W. Wickersham, former Attorney General of the United States. Mr. Wickersham said in part: "They call this a contract. It is an agreement whereby an actor secures something—thinks he secures something. But if he looks closely he finds he has not secured anything at all." (Equity, November, 1918, p. 8; and current New York newspapers.)

[4] Cf. Arthur Hornblow: A History of the Theater in America, Vol. II, pp. 318, et seq., J. B. Lippincott Co. Philadelphia, 1919. Mr. Hornblow has been editor of the Theater Magazine since 1900. See, also, Francis Wilson's Life of Himself, Chs. IX and XIII, Houghton Mifflin Co., New York, 1924.

[5] Arthur Hornblow: A History of the Theater in America, Vol. II, p. 320.

ment established by the large producers became the conditions of the trade. Lack of respect for these conditions, even when written into contracts, was fairly general. Though there were honorable exceptions, yet it is true that, in the main, contractual obligations were neither expected nor permitted to interfere with self-interest.[6] A lone actor could not easily enforce fulfillment of agreements by a powerful producer, nor could damages be collected from a penniless player who had breached his contract. Nothing is to be gained by dwelling upon these dark years of theatrical history. Without the slightest doubt, business relations of the theater were in a critical state during the first two decades of the twentieth century. Managers, actors, and informed laymen are virtually unanimous on this point. It was to this unhappy period that one manager referred when he said: "If Equity were wiped out, we'd revert to barbarism." [7]

When the Actors' Equity Association was organized, in 1913, it directed its attention at once to the task which seemed most urgent—that of securing the adoption throughout the theatrical world of a standard minimum contract which should be fair and equitable to manager and actor alike and which, moreover, should be strictly enforced. How that contract came to pass is related in Chapter I; and in Chapter II is an analysis of the gains represented by the first standard contract, which was won in 1919, and by that which displaced it five years later. It will be useful to recount the benefits enjoyed by the actor after a struggle of 12 years: He is guaranteed a season of at least two weeks or salary therefor. He is assured that his work will be continuous from opening to close of the season, however short the season may be, except for possible lay offs during Holy Week and the week before Christmas. He is protected against sudden loss of employment, by one week's notice if the play is to close and by two weeks if he individually is to be dismissed. He has witnessed the obsequies of the "satisfaction" or "joker" clause, which permitted summary dismissal at the will of the manager. He is required to give only four weeks of unpaid rehearsals if engaged for a dramatic production or five weeks if the play is musical comedy or revue.[8] He is paid full salary for all time played. He receives a stated salary for a standard week of eight performances and is paid extra, on a pro rata basis, for extra performances. He is guaranteed full transportation back to the starting point if the production goes on tour. He is required to supply in the way of costume only conventional clothes of modern style, and if the actor be a woman all stage clothes are paid for by the manager. He is permitted to call for arbitration of any disputed point of contract or of any claim which he may have against a manager.

The present conditions of employment are here set forth in brief compass[9] in the belief that their inherent fairness will be apparent. Yet a few words of comment may not be amiss. Two of the provisions relate to salary, and these may be compared with industrial practice. Full pay for all time worked and additional pay for extra

[6] Cf. Ch. I, p. 2.
[7] The manager is Mr. Brock Pemberton, who has produced "Six Characters in Search of an Author," "The Love Habit," "Mister Pitt," and other plays.
[8] Unpaid rehearsals for members of the chorus are limited to four weeks.
[9] They are examined in detail in Ch. II.

time has long been a rule in the industrial world, but it should be noted that instead of the customary "time and a half for overtime" the actors ask only pro rata remuneration. The demand that the manager provide stage costumes and pay all transportation is made on the ground that these items are expenses of production and the actor can not rightly be asked to invest capital in an enterprise which yields him no dividends or profits. The attempt to settle industrial differences without actual warefare (for example, by arbitration) is plainly in line with enlightened business practice.[10] The remaining conditions of employment may be grouped together as having for their purpose the assurance of two weeks or less of warning before employment ceases. And since the actor invests in the production either four or five weeks of unpaid service in the form of free rehearsals, this demand can scarcely be attacked as unreasonable. The remarkable fact is that even among the former enemies of Equity there can be found no genuine opposition to the working conditions summarized above. There is criticism of the methods by which these conditions were achieved and especially of affiliation with the American Federation of Labor and the introduction of the Equity-shop policy. But the fairness of the personal working relations which Equity has set up is attested by the managers themselves, upon whom if upon any one these conditions would work a hardship. Of the managers who were willing to discuss the unionization of actors, none ventured to assert as unjust any provision of the present contract, excepting the Equity-shop clause;[11] and one, a manager prominent in the affairs of both the Producing Managers' Association and the Managers' Protective Association, went so far as to say: "The actor has won nothing that he does not deserve and the manager has lost nothing that he should have retained."[12]

But why, it will be asked, do the managers to-day approve conditions which they fought only a few years ago? The explanation seems to be that their fight was in reality directed not against the aims of the Actors' Equity Association but against its method—that is, collective bargaining backed by a strong organization. For although they had repeatedly rejected petitions for certain concessions, yet as early as 1917 they permitted these provisions to be written into the U. M. P. A.–A. E. A. standard contract,[13] which would indicate that they either considered the provisions essentially fair or thought them a price well worth paying to remove the threat of Equity affiliation with the American Federation of Labor. The repudiation of this contract in 1919 is explicable only as a move to destroy the Actors' Equity Association before it should develop greater strength, for if the fairness of the contract had been the point in dispute the differences might readily have been adjusted by arbitration, as was suggested by the actors.[14] Furthermore, if the provisions of this contract had been deemed burdensome the managers would scarcely have offered a "contract far more favorable"[15] to members of the

[10] Cf. F. W. Taussig: Principles of Economics, 3rd edition. vol. II, p. 344. The Macmillan Co., 1922 Also, as to the growing use of arbitration in industrial disputes, George M. Janes: The Control of Strikes in American Trade-Unions, pp. 35-37. Johns Hopkins Press, Baltimore, 1916.

[11] The Equity-shop policy is discussed in Ch. I, pp. 15 to 17.

[12] The statement was made by Arthur Hammerstein. Mr. Hammerstein is the son of Oscar Hammerstein, of grand opera fame, and is the producer of the musical comedy success, "Rose Marie."

[13] Cf. Ch. I, p. 6.

[14] Cf. Ch. I, pp. 8 to 10.

[15] Cf. Ch. I, p. 12.

Actors' Fidelity League, an organization "quite similar to the ordinary form of company union."[16] Finally, the dispute of 1924 centered about the Equity-shop principle, which aimed solely at strengthening Equity's position for future collective bargaining. The fear of unjust demands in the future, if Equity should become well established, was doubtless in the minds of the managers all the while. But thus far at least the dreaded abuse of power has not developed; indeed, the manager as well as the actor has profited by certain changes instituted by Equity.

The benefits that have come to the manager through Equity activities may be dealt with briefly at this point. It is claimed first of all that the present contract wipes out an advantage once held by the unprincipled manager who lightened his expenses of production by passing them on in part to members of his cast. Since the provisions secured by Equity bear directly upon production costs or business risks, their observance throughout the trade places the producers on a more nearly equal footing and relieves the scrupulous manager of an undeserved handicap. A second advantage, according to Equity, comes through the disciplinary power of the association. The Actors' Equity Association stands for inviolability of contract and enforces what it calls "two-edged equity,"[17] that is, the fulfillment of contract conditions by manager and actor alike. The penalties for contract breaking are these: The offending manager is denied the use of Equity casts, and the unruly actor is censured, suspended, or expelled, at the discretion of the Equity council.[18] Breach of contract by actors is confined almost entirely to contract jumping.[19] This practice is not nearly so common as it was in pre-Equity days, for it now involves the forfeiture of two weeks' salary to the aggrieved manager. Equity goes a step further and guarantees the payment of this penalty:[20] if the actor can not be induced to pay, the claim is met by the Actors' Equity Association and the recalcitrant player is expelled from his union.[21] But the disciplinary power of Equity is not limited to violations of contract. "If an actor's conduct is judged by the council of the A. E. A. to be unethical, he may be summarily suspended."[22] A recent instance of unethical conduct, cited by a manager, may be given: The manager had in one company an actor, a very fine comedian, who was given to strong drink. Now, intoxication in the theater is a serious offense and is punishable by instant dismissal. But the manager wished not to discharge the performer but only to keep him sober. He laid the matter before the Equity

[16] The description is that of the Hon. Julian W. Mack, Justice of the United States District Court for the Southern District of New York, in his decision as arbiter in the Equity-shop dispute of 1921. (Cf. Ch. I, p. 17.) A 16-page summary of the case was published by the Actors' Equity Association shortly after the decision was rendered.

[17] An examination of the complete files of the Equity Magazine shows that great emphasis has been placed upon "equity" for both manager and actor. A short extract from an editorial of September, 1923, will illustrate:

"It is impossible to demand fair treatment from managers without according it to them. This has been the basic principle of this association since its inception. It is a policy which has made Equity great and powerful, which has won us and is even now winning us new friends among the managers."

[18] The present lists of such offenders, posted in the Equity headquarters, include 22 managers and 24 actors.

[19] Cf. Ch. II, p. 25.

[20] The statement applies only to the Actors' Equity Association; the Chorus Equity Association makes no such guaranty. Only five cases of contract-jumping were reported to the Actors' Equity Association for the fiscal year ending Apr. 30, 1925. Cf. Equity, June, 1925, p. 9.

[21] An instance is cited in Ch. II, p. 25.

[22] Quoted from p. 15 of a small handbook issued in 1923 by the Actors' Equity Association.

officials and an Equity committee waited upon the actor and explained that he must give up drinking or quit the stage.[23] He chose the stage and two months later when the incident was related he was still strictly sober. Finally, the use of arbitration in the settlement of individual claims is said to represent a gain for the manager. The contract provides for the arbitration of any dispute "as to any matter or thing covered by this agreement"[24] and binds both parties to accept the decision of the arbiters as final. Many claims of actors which formerly would have reached the courts are now dropped as worthless after being discussed with Equity officials. There can be little doubt that in this way managers are saved considerable annoyance and a certain amount of expense. Moreover, the manager may now press claims against players without resorting to court procedure, since the contract has set up an agency for the equitable adjustment of differences. Even more important, perhaps, is the fact that he now deals with a responsible organization, members of which are pledged to abide by its decisions. And in no matter has Equity been more strict than in its insistence upon the prompt payment of arbiters' awards.

The effect of unionization upon the volume of theatrical transactions is largely a matter of speculation, due, in the first place, to the lack of reliable statistics and, further, to the difficulty of deducing true causal relations from an examination of gains and losses. The theaters in New York City have been doing well, as is indicated by the addition of new playhouses each year to the already long list of legitimate theaters.[25] "Road business," on the other hand, has declined during the past half decade. Managers say that fewer productions are sent on tour now than five years ago and that these are less well patronized. Whether this lessened demand for legitimate plays is due to the growing popularity of motion pictures and the radio[26] or to the higher prices of theater tickets, or to both, can not be determined with certainty. Even were it proved that higher admission charges are to blame, it would be hazardous to say whether the higher charges have resulted from increased transportation costs, or greater outlays for scenery and properties, or inflated salaries of employees. Each of these may have had a part in the rise of production costs and the consequent rise in admission prices. Certainly the wages of stage employees and musicians have increased appreciably in the past few years. This is doubtless a partial explanation of the high costs of production. It is charged by some managers that Equity is indirectly responsible for the latest salary increases of the stage hands and musicians,[27] the theory being that the demands would not have been made had not the unions felt that Equity would support them in case of strike. This, of course, is a charge that can

[23] "The fear of exclusion from employment is considered the 'best possible means' of holding members 'to fidelity to the union.' There is no penalty which a workman fears so much as that of being deprived of his employment and possibly of his livelihood." (Frank T. Stockton, The Closed Shop in American Trade-Unions, p. 154, Johns Hopkins Press, Baltimore, 1911.)

[24] Equity minimum contract, clause 6, Appendix E.

[25] Legitimate presentations were made in 68 New York theaters in the 1923–24 season (The Billboard, Aug. 16, 1924, p. 107). In 1920–21 there were 157 plays produced in New York; in 1923–24 the number was 196. (Cf. Burns Mantle, The Best Plays of 1920–21, pp. 351–354, published in 1921; and The Best Plays of 1923–24, pp. 444–447, published in 1924, Small, Maynard & Co., Boston.)

[26] It is held by some that radio has not harmed the theater, but has on the contrary aroused a new interest in stage performances. For an expression of this view, see an article entitled "Is radio an enemy of the theater?", Theater Magazine, January, 1923, p. 15, et seq.

[27] During the summer of 1924 the musicians secured an advance of approximately 10 per cent and the stage employees ("extras" who make up 80 per cent of the total) about 18 per cent.

be neither proved nor disproved. In this matter of wages, which make up the largest single item of production costs, Equity itself has never bargained collectively. Salaries are now, as always, the subject of individual bargaining between manager and actor.[28] And so, in one respect only has the Actors' Equity Association directly increased the cost of theatrical ventures—it has enforced the principle that capital outlay and business risk are properly the concern of the *enterpriser* and not of *labor*.[29] If a manager's costs are increased through meeting expenses that are rightly his, the conscience of Equity will yet rest easy, for the amount of the increase is but the measure of his former shortcoming. And if the working out of this principle should keep an occasional production from the field it is the contention of the Actors' Equity Association that the business of the theater is all the sounder for the suppression of productions which can be floated only by imposing an unjustifiable burden of costuming, transportation, and so forth, upon the actor.[29]

The question to be raised in the present paragraph, like that just discussed, can be answered only to a limited extent, since it has elements which are so highly conjectural that they can not be dealt with here. How, it may be asked, has the art of the theater been affected by the unionization of actors? Has it deteriorated by reason of contact with "labor," or has it come through the adventure unscathed? Before an answer is attempted two notes of explanation must be given: The first is that the term "art" will here be used in a special sense, as pertaining to the quality or caliber of a theatrical presentation; and the second, that no pretense will be made of measuring the influence of trade-unionism in this regard, nor, indeed, of professing that it has effected any change whatsoever. The most that can be done is to examine the factors which might reasonably be expected to affect the quality of the performances and then to ask whether, by chance or intent, these factors have been called into play by trade-unionism. If, for example, the Actors' Equity Association attempted to interfere with the text, casting, or direction of a play, it is entirely probable that the quality of the presentation would be affected. If the association maintained a closed union, and thus prevented the recruiting of new players, there would again be consequences, good or bad. And if rehearsals were so limited as to be inadequate for the proper shaping of a production, this clearly would be a case of interference with the art of the theater; but in none of these respects has there been any complaint by managers,[30] though they were urged to set forth the harmful effects of unionism among actors. The facts are that Equity has never shown interest in "the character of performances and productions, material in or the method of presentation of any play by any producer"; [31] it has always maintained a union open to all who could secure engagements with producers; and it has provided a period of free rehearsals which by testimony of managers,[32] is ample for whipping into shape any produc-

[28] But the Chorus Equity Association enforces a minimum wage. Cf. Ch. IV, p. 51.
[29] Cf. Ch. V, p. 57.
[30] It is a curious fact that, though the writer has heard numerous protests against the wedding of "art" with "labor" he has yet to learn of any actor whose union membership is charged with responsibility for a decline in artistic ability.
[31] Managers' Protective Association-Actors' Equity Association basic agreement, clause 19, Appendix D.
[32] Several managers insist that 4 weeks of rehearsals are far better than 8 or 10; that the players "grow stale" in their parts if the rehearsal period is allowed to drag out.

tion which has been properly planned.[33] These facts would seem to show that the Actors' Equity Association has not, in all probability, affected adversely the quality of theatrical productions and it has never claimed to have contributed, as an organization, to the art of the theater.

It is beyond the scope of the present study to attempt to forecast the future influence of trade-unionism upon the business and art of the theater. But there is some contention that the Actors' Equity Association, though thus far moderate in its claims, may be expected with each new gain in power to ask more and more of the managers. In view of this fear, which is occasionally expressed, it is but fair to state the Equity arguments against the probability that the association will make extortionate demands in the future. The first of these is Equity's behavior in the past. It is good union policy, no doubt, to practice moderation while a strong union is being established, in the hope that present self-denial will have its reward when conditions are ripe for action. But there is reason to believe that Equity was sufficiently strong in 1924 to have secured far greater concessions than were asked. The published statement of a manager[34] is to the point:

> And now with the stage hands' and musicans' unions allied with them, it would have been so easy a matter for the Equity to have all but ruined every manager who had more at stake then excited speeches and hot-air principles. It is to their credit that they were willing to effect a settlement that is as protective to the managers as it is to them.

This failure of Equity to make full use of its power may be an arnest for the future, but it can not be construed as a definite guaranty. More positive indications of future moderation are to be found in the four clauses of the 1924 basic agreement, through which Equity voluntarily bound itself in these respects: The association agreed, for a period of 25 years, (1) not to refuse membership to any person of good character and of sufficient age to be allowed legally to be an actor;[35] (2) not to raise the initiation fee except by consent of the Managers' Protective Association;[36] (3) not to interfere with the text, casting, or directing of any play;[37] and (4) not to compel or suggest "the salary or pay which any actor may request or demand of any producer."[38] There remain, of course, several ways in which the union might seek further advantages. It might, for example, demand an assured season of greater length than the two weeks now guaranteed,[39] or it might attempt to shorten or eliminate entirely the period of free rehearsals.[40] But, however, few managers appear to believe that such extreme demands will be made. They state in this connection that the average actor knows a good deal about the difficulties that confront the producer, that he desires a wide market for his

[33] But frequently in the days of unlimited rehearsals but little planning was done before the beginning of rehearsals. Cf. Ch. II, p. 29.
[34] Mr. A. H. Woods, who in the season of 1923–24 produced six plays independently and three in conjunction with other managers. His statement is quoted in Equity, July, 1924, p. 23.
[35] Managers' Protective Association-Actors' Equity Association basic agreement, clause 15, Appendix D.
[36] Ibid., clause 17.
[37] Ibid., clause 19.
[38] Ibid., clause 18. This clause does not apply to the Chorus Equity minimum wage.
[39] Cf. Ch.II, pp. 23 to 26.
[40] Cf. on this point Ch. II, p. 30.

talent, and that he is therefore unlikely to make conditions so burdensome as to exclude from the field producers with small capital.[41]

Nothing can be said with definite assurance, of course, of the future developments of Equity policy. Trade-union attitudes are so much a matter of leadership[42] that changes in the personnel of the officers or council might have results which would affect the theater powerfully for good or for evil. But Equity policy thus far, it seems safe to say, has been in fairly close conformity with the admonition of Marcus Aurelius quoted in the Equity Handbook:

> Love the art, poor as it may be,
> Which thou hast learned,
> And be content with it,
> Making thyself neither the tyrant
> Nor the slave of any man.

[41] It is no secret that the Frohmans, the Shuberts, David Belasco, and other prominent managers entered the producing field with limited capital. The Shuberts are now, by all odds, the largest producers in the legitimate theater.

[42] Cf. Hoxie, Trade-Unionism in the United States, Ch. 7.

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[1] The items here listed are those to which direct reference is made in the text. A careful study of the standard works on trade-unionism provided the background without which the present investigation could not have been undertaken.

[2] Most of the printed articles touching upon unionism among actors are to be found in these periodicals. Certain issues may be noted as especially important in relation to particular periods in the development of the Actors' Equity Association.

(*a*) Early history, issues from December, 1912, to January, 1914.
(*b*) Proposed affiliation with the American Federation of Labor, issues from January, 1916, to August, 1919
(*c*) The strike of 1919 and its results, issues from May, 1919, to September, 1919.
(*d*) Equity Shop, issues from January, 1921, to November, 1924.
(*e*) The Managers' Protective Association-Actors' Equity Association agreement of 1924, issues from September, 1923, to November, 1924.

Appendix A.—AGREEMENT AND PLEDGE OF ACTORS' EQUITY ASSOCIATION

This agreement is made by each signer hereto with each other signer hereto and with the Actors' Equity Association, and by said association with each signer hereto.

Each individual signer hereto agrees that he will not sign, make, or enter into, with any person, firm, or corporation by whom he is employed as an actor, any agreement except on the form attached hereto, known as the U. M. P. A.–A. E. A. standard contract, and unless his said agreement embodies, in writing, each and every clause of the aforementioned standard contract, and further agrees that any such agreement made by him with any employer shall contain in full, in writing, every provision of said form.

This agreement shall not prevent the signer from making a written employment contract containing additional provisions, provided these do not limit, abridge, nullify or destroy any provision in the above-recited form, nor shall it prevent him from making or signing a "run of the play" or "contract for the season" agreement, upon printed forms attached, as the same now are or as they may hereafter be amended by action of the council of the Actors' Equity Association.

The above agreement shall not apply to moving-picture, stock, or try-out contracts or contracts made with managers for what are commonly known as popular-priced attractions.

Each individual signer hereto agrees that he will not perform or render services for any person, firm, or corporation, as an actor, under or by virtue of any form of agreement which, as above, he has agreed to refrain from signing or making; and that he will only perform services as an actor under a form of agreement such as he, as aforesaid, has agreed to sign.

If the council of the Actors' Equity Association shall determine that there is reasonable ground to believe that any signer hereto has made, or is working under a contract prohibited by this agreement, then the Actors' Equity Association is hereby given the right, through its duly authorized attorney or representative, to demand of the signer, so believed to have acted in violation of this agreement, an inspection of his contract; and said signer agrees to permit such inspection; and if, upon such demand, said signer shall refuse to allow said representative or attorney to inspect his said contract, he, by said refusal, agrees that he admits that he has signed a prohibited contract and is working under a prohibited contract, and that he refuses inspection because of such fact; and he further agrees with each party hereto that he will not work or continue to work under any such contract, of which he refuses to allow inspection as aforesaid, and in case he does so a right of action for damages and for an injunction as hereinafter specified shall arise.

The Actors' Equity Association agrees that it will not agree with the United Managers' Protective Association, or approve as to any individual manager, of forms of agreement, which shall contain clauses less advantageous to the actor than those now set forth in each of the several contracts hereinbefore recited; and that it will not state or indorse any policy for its members which recognizes as fair and equitable any form of contract which gives the actors lesser rights than those contained in said several contracts; and that it will recommend to its members, in making agreements with managers, that the hereinbefore mentioned form, called "U. M. P. A.–A. E. A. standard contracts," shall be their minimum demand.

Should, however, the Actors' Equity Association approve of a standard form of minimum contract (in lieu of the U. M. P. A.–A. E. A. standard contract), containing provisions more advantageous to the actor than said U. M. P. A.–A. E. A. standard contract, then, upon notice in writing mailed to the individual signer at the address attached hereto or at the address given by him to the Actors' Equity Association, said approved form shall be substituted for and stand in lieu of the form mentioned in the second clause of this contract.

Inasmuch as substantially the whole value of this agreement is dependent upon the parties severally fulfilling the obligations hereof, and there is no means possible of determining or adjusting the amount of damage which will be sustained by the party or parties not in default, in case of a breach by an individual signer,

it is further agreed that if any individual signer hereto shall breach any covenant contained in this contract, the Actors' Equity Association shall have and recover as against the party in default the sum of $1,000 as liquidated damages, and in addition each and every party hereto not in default shall severally have the further right to apply to any court of competent jurisdiction for an injunction restraining the party in default from a continuance of such default and from working under a prohibited form of contract or a contract of which inspection is refused, and upon any such application the said party in default covenants that the damages hereinbefore specified do not and can not afford any adequate remedy and that the party not in default has no adequate remedy at law. Each individual signer shall in case of default by the Actors' Equity Association, have in addition to all other remedies a right to injunction against it.

The consideration of this agreement is the sum of $1 paid by each party hereto to the other, the receipt whereof is hereby acknowledged by each signer hereto, and the mutual promises herein contained made by each party hereto to the other, and other good and valuable considerations, the receipt whereof is hereby acknowledged.

This agreement shall continue in full force until the 31st day of December, 1920.

It is agreed that all copies hereof shall constitute one agreement and that the signers of each copy delivered to the Actors' Equity Association shall all be parties to the one agreement as herein set forth and as set forth in each other copy, and that each said copy shall be considered and be deemed to be a part of one original made and mutually delivered by each signer hereto to each other party.

The aforegoing agreement and pledge arises out of, and is based upon, the following statement of facts, which statement each party hereto agrees is true and accurate:

For many years last past the form and substance of contracts offered by a large proportion of the producing managers and demanded by them of the actor were and have been so grossly inequitable and unjust that to remedy conditions the Actors' Equity Association, a voluntary association, was organized, and it has for its general purpose to advance, promote, foster, and benefit the profession of acting and the condition of persons engaged therein, and to protect and secure the rights of actors. The individual signers hereto are actors and members of the dramatic profession and members of the Actors' Equity Association.

On or about the 2d day of October, 1917, after negotiations, an equitable standard form of minimum contract was agreed upon between the Actors' Equity Association and the United Managers' Protective Association, said latter body representing a large proportion of the producing managers. That said form is above referred to as "U. M. P. A.–A. E. A. standard contract."

The basis of negotiation between the Actors' Equity Association and the United Managers' Protective Association was that all actors employed by the members of said latter association would be tendered a form of contract at least as advantageous to the actor as the said form so agreed upon, and that all members of the Actors' Equity Association would use such form or others not less advantageous to the actor; and

It now appears that various producing managers are not offering to actors employed or to be employed by them such form of contract; and

As all of the parties hereto recognize that it is for the best interest of each that no party herein enter into any contract with a manager less advantageous to the actor than the minimum standard form herein referred to, and as this is the policy of the Actors' Equity Association, it is now considered for the best interest of all that a written agreement be entered into having for its purpose the carrying of said policy into effect.

And in making this agreement each signer recognizes that the value of the pledge hereby given is dependent upon united action and upon each party hereto making full performance, and, therefore that it is necessary, for mutual protection, that the right to equitable relief and of legally compelling performance in case of default be granted and agreed upon.

Witness the signatures of the respective parties.

ACTORS' EQUITY ASSOCIATION,

By ——— ———
As President.

By ——— ———
As Corresponding Secretary.

Name: **Address:**

Appendix B.—AGREEMENT BETWEEN PRODUCING MANAGERS' ASSOCIATION AND ACTORS' EQUITY ASSOCIATION, 1919

Agreement made September 6, 1919, between Producing Managers' Association, an incorporated association existing under the laws of the State of New York (hereinafter termed the "Producers' Association"), by and on behalf of itself and all its present and future individual members and producing corporations, copartnerships, associations, individuals, and concerns of whatever character which said individual members or any of them control, manage, or direct, parties of the first part (hereinafter termed the "producers"), and Actors' Equity Association, an unincorporated association existing under the laws of the State of New York (hereinafter termed the "Equity Association"), by and on behalf of itself and all its present and future individual members (hereinafter collectively termed the "Equity").

Whereas differences have arisen between the producers and the Equity, which the parties hereto desire and have the authority hereby to adjust;

Now, therefore, this agreement witnesseth:

In consideration of $1, lawful money of the United States of America, paid by each of the parties to each of the others, receipt whereof is hereby acknowledged, and the mutual promises herein contained the parties hereto agree:

1. The producers and the Equity, except as otherwise herein provided, hereby release all claims of every kind and nature against any and all persons, firms, copartnerships, associations, and corporations arising from the recent strike; will cause to be delivered due individual releases of any and all said claims, and agree that all pending litigations growing out of said strike shall be discontinued without costs to any party thereto.

2. All future contracts between any producer and Equity member shall contain as a minimum at least the provisions in the standard form hereto annexed (hereinafter termed the "standard"), marked "A" and by this reference made a part hereof. Such contracts shall always include the arbitration clause as set out in the standard.

3. All Equity members shall return to work and be reinstated under the contracts which they respectively held at the time they respectively ceased to rehearse or to perform during the recent strike, except as follows:

a. All Equity members holding contracts on the standard form recently issued by the Producers' Association shall receive in place thereof the standard U. M. P. A.–A. E. A. form in use August 7, 1919.

b. Equity members who can not be replaced on account of abandonment of plays or productions have no claims upon the producer with whom they have contracts except for unpaid services actually heretofore rendered.

Where the places of Equity members have been filled, the producer has the right to secure them engagements elsewhere on equally favorable terms, and will try so to do. Failing, after due effort, to secure within 30 days after the date hereof such engagement for any such member, the producer has the right to cancel the contract with such member by a present cash payment of an amount mutually agreed. If such agreement is not reached and payment made within 35 days after the date hereof, then the amount of such payment shall be determined by arbitration in accordance with the provisions of this agreement. Notice of the abandonment of any play shall be given by the producer to the Equity Association within seven days from the date hereof.

In case of plays or productions in rehearsal at the time of the strike, rehearsals held prior to that time shall not count in figuring the number of weeks of rehearsal of the play or production.

4. All Equity members shall receive full pay for all services rendered up to the time of their respective cessation from work during the recent strike, but no pay for the interval between such cessation and when they resume work.

5. Neither the Equity Association nor any member thereof will refuse to perform services for any producer because of the presence in the cast or production of a person or persons not a member or members of the Equity Association or of the Chorus Association or of a person or persons, a member or members of any other association, organization, or organizations.

6. The Equity Association will not force or coerce directly or indirectly, or attempt to force or coerce directly or indirectly, any person or persons not a member or members of such association to become a member or members thereof, and will order its members or any particular member under penalty of discipline not to force or to coerce directly or indirectly, or to attempt to force or to coerce directly or indirectly, any such person or persons to become such member or members.

7. Neither the producers nor any producer will force or coerce directly or indirectly, or attempt to force or to coerce directly or indirectly, any person to resign from or sever in any manner or to any degree his connection with the Equity Association, or not to join the Equity Association or to join or become connected in any manner or to any degree with any other organization, or to refrain from resigning or severing his connection with any other organization, and the Producers' Association will enforce the provisions of this clause by appropriate disciplinary measures.

8. Immediately upon the execution of these presents, the stage hands and the musicians shall return to work in the same places they had when they ceased work, with the wages provided by the agreements or understandings between their respective organizations and the producers, and shall receive full pay for all services rendered up to the time of their respective cessation from work during the recent strike, but no pay for the interval between such cessation and when they resume work.

9. No member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operaters (hereinafter termed "Stage Employees International") nor any member of the American Federation of Musicians (hereinafter termed the "Musicians' Federation") shall refuse to perform services for any producer because of the presence in any cast or production of a theatrical performer or performers not a member or members of the Equity Association or because of the presence of a theatrical performer or performers, a member or members of any other organization or association.

10. Neither the Producers' Association nor a producer shall compel, coerce, or persuade, or attempt to compel, to coerce, or to persuade any Equity member to pay any consideration for his employment to any employment agency or other medium through which he is or may be employed.

11. The Equity Association will not compel, coerce, or persuade any Equity member to obtain or to seek employment through its agency.

12. Neither the Producers' Association nor any producer shall blacklist or otherwise willfully discriminate against any person or persons by reason of his or their membership in the Equity Association, or for his or their connection with the recent strike, and no Equity member shall refuse to work for any producer or producers by reason of his or their connection with the recent strike.

13. In case a controversy or dispute shall arise between the Producers' Association and the Equity Association or any of their respective members regarding the meaning, interpretation, or enforcement of this contract or any part thereof, or with reference to the rights of any party or member thereof hereunder, then and in that event any party to such controversy or dispute may notify the other thereto in writing that he wishes such controversy or dispute settled by arbitration, and in such notice shall specify the controversy or dispute and the name of his arbitrator, who shall be a member of his association. Within five days after written notice has been sent to the party to the controversy to whom such notice is addressed, said party shall, in writing, name his arbitrator, who shall be a member of his association, and give written notice thereof to the claimant. Said arbitrators shall decide such controversy or dispute and a copy thereof sent to the Producers' Association and the Equity Association and to the parties to said

controversy or dispute within 10 days from the date of the appointment of the second arbitrator. The concurrence of both arbitrators shall be necessary to a decision, and if made within said 10 days shall be binding and conclusive on all parties to said controversy.

If the arbitrators shall fail to decide said controversy or dispute within 10 days, then such controversy or dispute shall within 5 days thereafter be submitted for determination to the following-named umpires:

(1)——— ———
(2)——— ———
(3)——— ———

Each of said umpires shall serve in turn as cases arise, and should any umpire die, refuse to act, or be incapacitated, the next umpire in the order named shall serve in his stead. The award of the two arbitrators or of the said umpire shall be necessary to a decision, and such decision if made shall be binding and conclusive on all parties to said controversy or dispute.

The decision of the umpire shall be made and reduced to writing, and a copy thereof sent to the Producers' Association and the Equity Association and to the parties to said controversy or dispute, and the whole dispute shall be decided within 15 days of the selection of the umpire as herein specified to decide said controversy or dispute. The parties to said arbitration shall have 15 days after said copy of said decision or award has been sent, as aforesaid, within which to comply with said award.

The arbitrators and the umpire, respectively, shall have full power to determine the manner in which they will hear the parties, the mode of procedure, and the character, nature, and extent of the evidence to be considered. Should the umpire selected fail to make an award within the time herein specified a further arbitration, after similar notice and as above provided, shall be had by the umpire next in order named under the same terms and conditions as to time, and otherwise as above provided.

All notices in this paragraph (13) shall be given by registered mail to the addressee's last known business address, and in addition to the times hereinbefore provided one day shall be added for each thousand miles, or fraction thereof, of distance between the point of mailing and the point of destination. In addition to the notices hereinbefore required to be sent, duplicate originals of all such notices shall be similarly and contemporaneously sent to the respective secretaries of the Producers' Association and the Equity Association.

If the Producers' Association or the producer, whichever may be a party to said controversy or dispute, fails to appoint an arbitrator as hereinbefore provided, or without just cause withdraws from said arbitration, then the Producers' Association or the producer, as the case may be, shall be in default hereunder.

If the Producers' Association or the producer, as the case may be, is not so in default then no strike shall be called, requested, encouraged, advised, or permitted by the Equity Association, or any of its members, until the lapse of 15 days after the failure or omission of the Producers' Association or the producer, as the case may be, against which said award may have been made, to perform and discharge said award, and such strike shall always be limited to the party against whom said award has been made and the corporation, copartnership, association, individuals, and concerns of whatever character, which the party against whom said award has been made controls.

If any member of either the Producers' Association or the Equity Association fails or refuses to perform the award rendered against him as hereinbefore provided, then and in that event the said association to which such member belongs shall promptly take appropriate measures with a view of compelling said member to make strict performance of, and compliance with said award; and anything hereinbefore contained to the contrary notwithstanding, no such strike shall be called, requested, encouraged, advised, or permitted against such person who has so failed to comply with said award until the lapse of 3 days after the expiration of said 15 days, if the Producers' Association shall so request.

14. This agreement shall continue in force up to and including June 1, 1924. At any time within 90 days prior to said June 1, either party hereto may, in writing notify the other party of its desire to meet the other party in conference for the purpose of negotiating for a renewal of this contract upon its present or

changed terms, and in the event of such notice the party receiving the same shall, within 15 days after the receipt of such notice, meet with the party giving such notice in order to carry on such negotiations.

In witness whereof the parties hereto have here unto set their hands and seals as of the date first above written.

PRODUCERS' ASSOCIATION,
By SAM. H. HARRIS, *President.*
ARTHUR HOPKINS,
Acting Secretary.

ACTORS' EQUITY ASSOCIATION,
By FRANCIS WILSON, *President.*
FRANK GILLMORE,
Executive Secretary.

We hereby promise and guarantee that the undersigned respective organizations will not call or go on strike in any case wherein the Actors' Equity Association or any of its members commit or committed a breach of the foregoing agreement. New York, September 5, 1919.

AMERICAN FEDERATION OF MUSICIANS,
By JOS. N. WEBER, *President.*

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS,
By CHAS. C. SHAY, *President.*

HUGH FRAYNE,
Organizer for American Federation of Labor for the State of New York.

Appendix C.—PRODUCING MANAGERS' ASSOCIATION–ACTORS' EQUITY ASSOCIATION MINIMUM CONTRACT (STANDARD FORM), 1919

Agreement made this ——— day of ———, 19—, between ——— ——— (hereinafter called "manager"), and ——— ——— (hereinafter called "actor").

1. The actor and the manager agree that this contract is entered into independently of any other contract between any Equity member and any producer and of any other contract or contracts, affiliation, or understanding of any character whatever other than the agreement dated September 6, 1919, between Producing Managers' Association and Actors' Equity Association.

The manager engages the actor to render services in[1] ——— ——— upon the terms herein set forth, and the actor hereby accepts such engagement on the following terms:

2. The date of the first public performance shall be the ——— day of ———, 19—, or not later than 14 days thereafter.

Employment hereunder shall begin on the date of the beginning of rehearsals and shall continue until terminated by such notice as is herein provided.

3. The manager agrees, as compensation for services hereunder, to pay the actor the sum of ——— dollars ($———) every week from the date of the first public performance of the play.

4. (*a*) The actor, if required, shall give four weeks' rehearsal without pay; if further rehearsals are required, then, for each additional week or part thereof, the manager shall pay the actor full salary therefor.

(*b*) Rehearsals shall be considered to be continuous from the date of the first rehearsal to the date of the first public performance of the play as provided in paragraph 2.

(*c*) If the above play is a musical play or a spectacular production, then wherever the word "four" appears with reference to rehearsals in this contract the word "five" shall be substituted.

5. This contract may, during rehearsals, be terminated as follows:

(*a*) At any time during the first 10 days' rehearsals of the actor by either party by giving written notice, if this contract be signed and entered into within two months of the date mentioned in paragraph 2 except in case the actor be reengaged for a part which he has previously played; or

(*b*) Any time after the first 10 days' rehearsals of the actor, by the manager, by paying the actor a sum equal to two weeks' salary.

(*c*) The actor may cancel the contract by giving written notice and paying to the manager a sum equal to two weeks' salary.

(*d*) If a play be rehearsed less than 10 days and abandoned by the manager, the manager shall pay the actor one week's salary.

This contract may before the beginning of rehearsals be terminated as follows:

If this contract be signed and entered into prior to two months of the date mentioned in paragraph 2:

(*e*) By the manager giving written notice and paying to the actor two weeks' salary, unless the manager shall have previously notified the actor that the play will not be produced or that the actor will not be called for rehearsal; provided further, that the actor has secured another engagement at a salary not less than herein provided, payments under which are to begin not later than the date of the first public performance herein provided. In these events the manager shall not pay said sum equal to two weeks' salary, nor shall he do so if under similar circumstances the actor secures an engagement at a lesser salary to be paid prior to the date mentioned in paragraph 2; in that event the manager shall pay the difference between the sum equal to two weeks' salary and the sum which the actor would receive for two weeks' work.

[1] (Here state the name of the part and of the play in which the actor is to appear; also, if he is to be required to understudy.)

6. Either party may terminate this contract at any time on or after the date of the first public performance of the play by giving the other party two weeks' written notice.

7. (*a*) If the play runs four weeks or less, the manager may close the play and company without notice and terminate the right of the actor to further compensation, provided he has paid the actor for all services rendered from the date of first public performance, and in no event less than two weeks' salary.

(*b*) If the play shall run more than four weeks, the manager shall give one week's notice of the closing of the season of the play and company, and thereby terminate the right of the actor to compensation except for services performed to the date of closing.

8. If the manager is prevented from giving rehearsals because of fire, accident, riot, strikes, illness of star or prominent member of the cast, act of God, public enemy, or any other cause which could not reasonably be anticipated or prevented, then the time so lost shall not be counted as part of the four weeks' rehearsal period herein provided. When said time so lost shall exceed two weeks, the actor shall be free if he so elects.

9. (*a*) The actor shall furnish and pay for such clothes as are customarily worn by civilians of the present day in this country, together with wigs, boots, and shoes necessarily appurtenant thereto. All other clothes, wigs, shoes, costumes, and appurtenances and all "properties" to be furnished by the manager.

(*b*) If the actor be a woman, then the following clause supersedes (*a*):

In both dramatic and musical companies all artists' gowns and all "properties" shall be furnished by the manager. Hats, footwear, and wigs for modern plays to be furnished by the actress.

(*c*) All costumes, wigs, shoes, and stockings shall be furnished the chorus by the manager.

(*d*) It is understood that in every case where the manager furnished costumes and appurtenances under this paragraph of the agreement, if notice of cancellation of this contract be given by such actor, in that event he or she shall reimburse the manager for the necessary and reasonable expense to which he may be put in altering or rearranging such costumes for his or her successor.

10. (*a*) Eight performances shall constitute a week's work. A sum equal to one-eighth of the weekly salary shall be paid for each performance over eight in each week.

(*b*) Salaries shall be paid on Saturday night.

11. The manager hereby agrees to pay for transportation of the actor when required to travel, including transportation from New York City to the opening point, and back to New York City from the closing point. The manager also agrees to pay the cost of all transportation of the actor's personal baggage up to 200 pounds weight.

12. (*a*) If this contract is canceled by the manager, he agrees to pay the railroad fare of the actor back to New York City.

(*b*) If this contract is canceled by the actor, he agrees to pay his own railroad fare back to New York City and to reimburse the manager for any railroad fare the manager may have to pay for the actor's successor up to an amount of not exceeding railroad fare from New York City to the point where said successor joins the company.

(*c*) If the company is organized and its members are engaged outside of New York City, the name of such place is, unless it is otherwise stated, herein agreed to be substituted for New York in paragraphs 11 and 12.

13. The actor shall travel with the company by such routes as the manager may direct, and the actor shall not demand compensation for any performance lost through unavoidable delay in travel which prevents such performance by the company.

14. It is further agreed if the company can not perform because of fire, accident, strikes, riot, act of God, the public enemy, or for any other cause which could not be reasonably anticipated or prevented, or if the actor can not perform or rehearse on account of illness or any other valid reason, then the actor shall not be entitled to any salary for the time during which said services shall not for such reason or reasons be rendered. If this illness of the actor should continue for a period of 10 days or more, the manager may terminate the contract.

15. Beginning with the season of 1920–21, full salaries will be paid the week before Christmas and Holy Week, but during the season 1919–20, the manager has the right to lay off the company without salary for the week before Christmas and the week preceding Easter Sunday, or both weeks, if desired. In the event

of such lay off the manager shall not be entitled to the services of the company unless rehearsals be made necessary by the sudden illness of the star or of some prominent member of the company or of change in the cast.

16. The actor agrees to be prompt at rehearsals, to pay strict regard to make-up and dress, to perform his services in a competent and painstaking manner, to abide by all reasonable rules and regulations, and to render services exclusively to the manager from the date of beginning of rehearsals, and shall not render services to any other person, firm, or corporation, without the consent of the manager.

17. All communications which refer to the company in general shall be posted upon the call board. Notice to the manager must be given to him personally or to his representatives.

18. In event any dispute shall arise between the parties as to any matter or thing covered by this contract, then said dispute or claim shall be arbitrated. The manager shall choose one arbitrator and the Actors' Equity Association the second. If within three days these arbitrators shall not be able to agree, then within that time they shall choose a third, who shall not in any way be connected with the theatrical profession.

If they fail to do so, ——— ———, or his appointee, shall be the third. The arbitrator shall hear the parties and within 10 days decide the dispute or claim.

The decision of a majority of said arbitrators shall be the decision of all and shall be binding; said decision shall be final.

The arbitrators shall determine by whom and in what proportion the cost of the arbitration shall be paid. The parties hereby appoint said board its agents, with full power to finally settle said dispute or claim, and agree that its decision shall constitute an agreement between them, having the same binding force as if agreed to by the parties themselves.

Should suit be brought before the selection of arbitrators, the party sued may at any time after suit and before trial give notice to arbitrate, and then in such case arbitration must be chosen as stated hereinabove.

The parties hereto shall pay the arbitrators respectively selected by them, and they shall bear equally the expense of the arbitration and the umpire.

In witness whereof we have hereunto set our hands the day and year first above written.

——— ———, *Manager.*

——— ———, *Actor.*

Appendix D.—BASIC AGREEMENT BETWEEN MANAGERS' PROTECTIVE ASSOCIATION AND ACTORS' EQUITY ASSOCIATION, 1924

An agreement made as of this 12th day of May, 1924, between The Managers' Protective Association (Inc.), an association incorporated under the laws of the State of New York, hereinafter called "Protective Association" by and on behalf of itself and all its present and future individual members and producing corporations, copartnerships, associations, individuals, and concerns, of whatever character, which said individual members, or any of them, control, manage, or direct, hereinafter termed the "producers," parties of the first part, and Actors' Equity Association, an unincorporated association existing under the laws of the State of New York, hereinafter termed the "Equity Association," by and on behalf of itself and all its present and future individual members, hereinafter termed "Equity members," parties of the second part, witnesseth:

Whereas the Protective Association is composed of a number of producers and theater owners having substantial private interests and engaged in presenting dramatic and musical compositions to the public; and

Whereas the Equity Association represents actors and performers engaged in part by producers herein; and

Whereas both parties hereto are desirous of avoiding disputes which might prevent the giving of performances, to the end that the parties hereto suffer no personal loss and that the public may have the beneficial enjoyment of such performances, and are further desirous of avoiding possible litigation; and

Whereas the parties hereto are desirous of establishing the terms and conditions upon which their respective interests may be safeguarded and under which Equity members shall appear and perform; and

Whereas heretofore the Equity Association has duly adopted as a fundamental principle controlling the action of its members, the condition that in their several companies in which they are employed Equity members will work only with Equity members, which said principle has been in operation for about three years last past in all companies in which Equity members have been engaged except those of the Producing Managers' Association; and

Whereas said Equity Association has heretofore duly adopted rules and regulations providing that the foregoing conditions shall, on and after June 1, 1924, apply in all companies, regardless of by whom managed; and

Whereas of all of the foregoing the Protective Association has had due notice, but in making this agreement desires that such rules adopted by the Equity Association and its members shall be so modified that, to the extent hereinafter agreed, Equity members will agree to work with performers not members of the Equity Association; and

Whereas it is recognized in determining as to the character and extent of these modifications, and the terms upon which it is equitable that they should be made, that the Equity Association has to-day more than 80 per cent representation in productions in the field covered by this agreement and that a large majority of the matters in dispute which have arisen and have been adjusted during the last five years have affected entire companies, and that such adjustment of all of such company difficulties has required the extensive services of the executive department of the Equity Association and increased overhead and expense, and that as such adjustments have worked out in actual practice, nonmembers have been continually receiving the benefits of these company adjustments, without any personal expense or any contribution toward the cost thereof;

Now, therefore, the parties hereto agree:

First. The consideration hereof is the sum of $1, lawful money of the United States, paid by each of the parties hereto to the other, the receipt whereof is hereby acknowledged, and the mutual promises herein contained.

Second. Subject to the exemptions herein contained, wherever the term "actor" is used herein it shall apply to any and all males and/or females por-

traying any parts or characters, and/or any persons performing in any theatrical troupe or company of performers, and also understudies and permanent company stage managers.

Third. This agreement relates solely to productions of the parties in the field of first-class dramatic and musical productions, and to producers when engaged in such field and not otherwise. It does not apply to productions in stock, repertoire, tents, or other classes of production, nor to producers and/or actors when engaged in such other classes of production. When producers are referred to (meaning thereby individual producers), the acts or omissions of such individuals shall include the acts or omissions of any and all corporations, partnerships, associations, alliances and concerns, of whatsoever nature, through whom or by means of which any individual producer may operate and/or which he may wholly or substantially control, manage, or direct, and when productions are referred to it is meant all productions in the field herein covered, directly or indirectly controlled by any or either of the foregoing.

Fourth. The provisions herein shall not apply to that class of performer known as "chorus," with whom a separate and distinct agreement has been executed contemporaneously herewith between the Protective Association and the Chorus Equity Association. Members of the chorus are not hereafter, in any computation, to be considered or counted as a member of any cast, said computation to be based upon the number of principals, understudies, and permanent company stage managers as aforesaid only. "Extras" are not to be counted.

Fifth. If it shall hereafter appear that either paragraphs numbered seventh, eighth, ninth, twenty-sixth, twenty-seventh, and thirtieth, or any part, clause, or subdivision of any or either of said paragraphs herein, are illegal or against public policy, or unenforceable by any or either of the parties hereto, or if any or either of the parties hereto shall be at any time lawfully restrained from enforcing or performing its agreement as contained in any or either of said paragraphs, or any part, clause, or subdivision of said paragraphs, then and in that event, and at the option of either party, this agreement shall be void and terminable forthwith.

Sixth. All future contracts between any producer and any Equity member shall contain, as a minimum, at least the provisions in the standard form hereto annexed (hereinafter termed "standard minimum contract"), marked "A," and by this reference made a part hereof. Such contract shall always include the arbitration clause as set forth in said standard minimum contract.

Seventh. The Equity Association has, contemporaneously with its execution hereof, and at the request of the Protective Association, caused its rule referred to in the recitals hereof to be modified as to members of the Protective Association, so as to read as follows:

"*It is resolved*, That no member of this association shall, after June 1, 1924, play in any company or any performance produced by any member of the Managers' Protective Association (Inc.) unless at least 80 per cent of the actors who are members of said company and/or appear in said performance are fully paid-up members of the Actors' Equity Association in good standing and unless each of the remaining persons, who are members of said company and/or appear in said performance, namely, not more than 20 per cent (none of whom may be suspended or delinquent member of Actors' Equity Association or a person who has been expelled or dropped therefrom), shall on or before the first rehearsal of said company have paid in cash to this association a sum or sums equal to what such person would have had to pay to this association as the usual and regular initiation fee and dues if such nonmember had at the time of his or her first rehearsal in said company duly applied for and been admitted to membership in this association; and unless such nonmember shall continue so to make thereafter to this association payments in the same amounts as if he or she should have continued thereafter to be a member of this association in good standing; and such payments to this association shall, unless this association otherwise consents, be made by this nonmember directly and not by or through any producer or other person, firm, or corporation; and it is

"*Further resolved*, That no member of this association shall work or continue to work for any employer, manager, or producer, who or which, directly or indirectly, alone or in combination with others, produces or continues to produce any play or make any production in which there are less than 80 per cent as herein defined, of Equity members, and also unless all nonmembers in such play or production have made and continue to make to this association the payments hereinbefore specified; and it is

"*Further resolved*, That in computing and defining said 80 per cent of actors the following schedule and scale shall apply, namely: In companies consisting of less

than 5 actors, no nonmembers; of from 5 to 9 actors, not more than 1 nonmember; of from 10 to 14 actors, not more than 2 nonmembers; of from 15 to 19 actors, not more than 3 nonmembers; and a like proportion computed on a similar basis for larger companies. Understudies and permanent stage managers are to be counted as members of the company; and it is

"*Further resolved*, That the persons whose names are on a certain list of nonmembers agreed upon between this association and Managers' Protective Association, and deposited in the office of this association, are in the percentage hereinbefore specified to be deemed nonmembers; but none of the payments to the Equity Association hereinbefore specified need be made by them. If such actor shall at any time become a member of the Equity Association, his name shall thereafter be deemed eliminated from said list. Dues as above defined shall be in amount the current Equity Association dues payable and being paid at the time of such beginning of rehearsals; and it is

"*Further resolved*, That any and all contracts of employment entered into by any member of this association with any member of Managers' Protective Association (Inc.) shall contain appropriate provisions which will in all respects carry out the foregoing resolutions and enable said Equity member to obey and carry out said resolutions."

Eighth. The Equity Association will not, during the term hereof, make any by-laws, rule, or resolution of any kind which shall diminish the percentage of nonmembers specified in subdivision seventh of this agreement, with whom its members will work or continue to work in any company or production of any members of the Protective Association, or which shall increase above the amounts specified in said subdivision seventh the payments specified in said subdivision seventh to be made by nonmembers of the Equity Association. The Protective Association and each and every member thereof agrees that, to the full extent, in every manner and form and under all conditions, it will, so far as it may be lawful so to do, recognize and agree to the conditions, requirements, and limitations set out in the resolution quoted in subdivision seventh of this agreement, and contract with and employ Equity members always under the conditions set forth in said resolution and under no conditions inconsistent therewith.

Ninth. If it shall, at any time hereafter, be determined either by a court of law or by an arbitrator acting under this agreement, that it is or will be unlawful for the Equity Association fully to enforce its resolution set out in paragraph seventh of this agreement, or for the Protective Association and each individual member thereof to recognize and agree to the conditions, requirements, and limitations set out in said resolution, and to contract with and employ Equity members always under the conditions set forth in said resolution and under no conditions inconsistent therewith, or to cooperate or act in conjunction with the Equity Association fully to enforce said resolution, then and in any such event this entire agreement, at the option of either association, shall forthwith terminate.

Tenth. The Equity Association will not, by force, intimidation, or threats, or other illegal act, directly or indirectly, force or coerce, or attempt to force or coerce, any person or persons not a member or members of Equity Association to become a member thereof, and will order its members or any particular member, under penalty of discipline, not to do any of the foregoing.

Eleventh. Neither the Protective Association nor any producer will force or coerce, directly or indirectly, or attempt to force or coerce, directly or indirectly, any persons to resign from or sever in any manner, or to any degree, connection with the Equity Association, or not to join the Equity Association, or to join or become connected in any manner or to any degree with any other organization, nor will the Protective Association or any producer, directly or indirectly, blacklist or otherwise willfully discriminate against any person or persons in any manner connected with his employment or otherwise, by reason of his or her membership in the Equity Association, and, in addition to other remedies accruing to the Equity Association or its members hereunder, the Protective Association will enforce the provisions of this clause by appropriate disciplinary measures.

Twelfth. Neither the Protective Association nor any producer shall compel, coerce, or persuade, or attempt to compel, coerce, or persuade, any Equity Association member to pay any consideration for his employment to any employment agency or other medium through which he is or may be employed.

Thirteenth. The Equity Association will not compel, coerce, or persuade any Equity member to obtain or seek employment through its employment agency.

Fourteenth. The Equity Association covenants and agrees that it will not participate, nor will it or its members in any manner, directly or indirectly, go

out with and/or on any sympathetic strike against any member or members of the Protective Association that may, at any time during the life of this agreement, be called by any craft connected with the theater.

Fifteenth. The Equity Association agrees to accept the application of and to admit to membership any person of good character and of sufficient age to legally be allowed to be an actor (except persons who have been duly dropped or expelled), upon payment of the regular initiation fee prescribed for such intended member and the usual and then current dues, which initiation fee shall, during the term hereof, be as follows:

(1) Ten dollars for junior members, junior members now being defined as actors of less than two years' experience.

(2) Twenty-five dollars for all others, meaning by "all others," as said classification is now made, actors of more than two years' experience. Equity members who shall have resigned of their own volition and in good standing and who may wish to reenter shall be forthwith reinstated upon application and upon the payment of the initiation fee and advance dues payable by new members of the same class.

Sixteenth. Members of either association who may be expelled or suspended shall have a right to appeal from the final action of their respective association to the joint arbitration board as herein constituted, and such board shall have full power of judgment and its decision shall be final and binding upon the association and the performer affected.

Seventeenth. The initiation fee hereinbefore stated shall not be raised without the consent of the Protective Association, but the Equity Association may change its dues and make assessments, providing the same affect equally all members of every class by whom said dues or assessments are payable.

Eighteenth. The Actors' Equity Association agrees not to create any apprentice class or probationers among its members, nor create different classes of performers, to which class or classes its members are or may be assigned, and will make no agreement with its members, verbally or in writing, compelling or suggesting the salary or pay which any actor may request or demand of any producer, it being the intent hereof that no rules shall be made which shall prevent free and unrestricted competition among Equity members seeking employment.

Nineteenth. The Equity Association agrees that it will in no way take part in or interfere in the casting of plays, nor at any time prescribe the number or type of actors to be employed in any dramatic or musical play, nor interfere with nor establish lines or parts of business, nor in any way take part in, interfere with, dictate to, or demand of authors or producers in regard to the subject matter, plot, and/or text of play, it being the intent hereof that there shall be no interference of any kind in which the actors are concerned regarding the character of performances and productions, material in, or the method of presentation of any play by any producer.

Twentieth. The Protective Association agrees that no Equity member shall be ordered or required to do the work of any stage hand or musician.

Twenty-first. The parties hereto expressly agree that should any agreement, contract, or understanding, covering the same subject matter as is covered by this contract, by whatsoever name known, be arrived at between the Equity Association and any other body of producers, or any individual producer or producers producing first-class regular dramatic and musical attractions, and should said contract contain any terms and/or conditions more favorable to said Association or body of producers, or producer so producing, then it shall be optional to the Protective Association to terminate this agreement and accept in lieu thereof another agreement containing all of the terms, covenants, and conditions as in such other agreement, contract, or understanding contained, or at the option of the Protective Association this agreement shall be modified to conform in all respects to such other agreement, contract, or understanding so made and entered into between the Equity Association and such other body of producers or producer, and it is agreed that this provision shall apply automatically throughout the entire term of this agreement. Temporary concessions relating to working conditions given individual producers in the course of the operation of individual companies are not agreements, contracts, or understandings within the meaning of this clause.

Twenty-second. It is agreed between the parties that in case of any dispute between individual producers as to their respective rights for the services of any Equity actor, the joint arbitration board herein provided for shall decide and said decision shall be final, and by conforming to said decision said Equity actor shall be released from further liability.

Twenty-third. The parties of the first part agree that Equity actors may play in Equity benefits; that deputies of the Equity Association will be permitted in each company, and duly authorized representatives shall have the right to be on the stage before and after rehearsals and before and after performances; and that producers will tentatively engage Equity members on their paid-up card, which will be prima facie evidence of Equity membership until the producer is otherwise notified by the Equity Association.

Twenty-fourth. The Protective Association agrees that it will within 10 days pay any money award made against any of its members.

Twenty-fifth. The parties agree that the Protective Association and the Equity Association shall have the right respectively to institute, present, and prosecute to a final conclusion any claim or suit by arbitration or otherwise in the names of its respective members or in its own name on behalf of its members, and that the receipt or release or the satisfaction of an award or judgment given by the association of which the claimant is a member shall be full protection to the person making payment.

Twenty-sixth. Producers breaching this agreement or in default in relation thereto shall not have the benefit of any part of this agreement, and at the option of any Equity member (provided the Equity Association concurs) said member is released from any individual contract made with any such producer.

Twenty-seventh. The Protective Association agrees that it will not at any time after May 31, 1924, admit to its membership any person, firm, or corporation without the previous consent in writing of the Actors' Equity Association, filed with the secretary of the Protective Association. A violation of this agreement, will, at the option of the Equity Association, relieve the Equity Association and its members from any and all further obligations under this agreement.

Twenty-eight. The term of this agreement shall be 10 years from June 1, 1924, excepting as to clauses numbered fifteenth, seventeenth, eighteenth and nineteenth, as to which clauses the term shall be 25 years; also for this latter term, nonmembers on attached list, referred to as Fidelity League members, will be entitled to the rights herein specified.

Twenty-ninth. This contract is in all respects to be construed in accordance with the laws of New York.

Thirtieth. In case of any controversy or dispute arises between the Protective Association and the Equity Association hereunder regarding the meaning, interpretation, or enforcement of this agreement or any part thereof, or any allegation of any breach thereof, in whole or in part, such controversy or dispute shall be decided and settled by arbitration, and either party to such controversy or dispute may notify the other that arbitration is demanded, stating generally in such notice the matter or matters in dispute, and in such notice such party shall name its arbitrator. Within 5 days after such written notice has been so sent, the other party shall name its arbitrator and shall so notify the claimant. The third arbitrator and umpire shall be ——— ———.

(*a*) Should said umpire die or refuse to act or be incapacitated, a new umpire shall be named to serve in his stead. The decision of a majority of said arbitrators as so constituted shall be the decision of the board and shall be binding and conclusive on all parties to such controversy or dispute. Such board shall receive the evidence and shall render its decision within 15 days after the submission of the controversy. Said board of arbitration shall have full power to determine the manner in which they shall hear the parties, the mode of procedure, the character, nature, and extent of evidence to be considered. The decision of the board shall be reduced to writing and a copy thereof sent to each of the parties hereto and the parties to said controversy. Said parties to said controversy against whom any award shall be made shall have 10 days after said copy of said decision or award has been sent as aforesaid within which to comply with the same.

(*b*) The parties agree that judgment upon said award may be entered in the Supreme Court of the State of New York, that the oath of the arbitrators and of the umpire shall not be necessary in any matter unless one or both of the parties make a specific request therefor, and that the procedure on said arbitration shall meet the requirements of a lawful arbitration under the laws of the State of New York and rules of practice of the Supreme Court of the State of New York.

(*c*) All notices in this paragraph shall be given by registered mail to the addressee's last known business address, and in addition to the time herein provided ne day shall be added for a thousand miles or fraction thereof of distance between

the point of mailing and the point of destination. In addition to the notices hereinbefore required to be sent, duplicate originals of all such notices shall be similarly and contemporaneously sent to the respective secretaries of the parties hereto. If the Protective Association or the producer, whichever may be a party to said controversy or dispute, fails to appoint an arbitrator, as hereinbefore provided, or without just cause withdraws from said arbitration or fails to obey within the time herein specified any award, then said Protective Association or the producer, as the case may be, shall be in default, hereunder, and have breached this agreement and shall no longer be entitled to the benefit of the provisions hereof.

(*d*) No strike shall be called, requested, encouraged, advised, or permitted by the Equity Association or any of its members until, as aforesaid, said default of the producer or of the Protective Association, as the case may be, may have continued for 10 days, at the end of said 10 days said Equity Association and/or its members shall be free to act as they see fit, but any strike shall always be, limited to the party against whom said award has been made and the corporation, copartnership, association, individuals, and concerns of whatever character which the party against whom said award has been made controls. If the award is against an individual producer who defaults, the Equity Association and its members will, at the specific request of the Protective Association, delay any action on its part for 3 days after the expiration of the said 10 days, but no more.

Thirty-first. The fact that the Equity Association allows its members to use the so-called independent form of individual contract and to work under the conditions thereof shall not be considered the issuance by it of a better form of contract within the meaning of this agreement; but said individual independent contract is, with all reasonable speed, to be revised so as to contain no individual working conditions more favorable to the independent manager or producer than are stated in the standard minimum contract referred to herein.

Thirty-second. Anything to the contrary in this agreement notwithstanding, the Protective Association agrees that, should the Chorus Equity Association or its members be, under the agreements entered into between the Protective Association and the Chorus Equity Association and its members, free to strike then, as against the producer or producers affected the Equity Association and its members shall also be free to strike.

Thirty-third. Should the Protective Association give any group or classification of actors better working agreements than herein provided, Equity members shall be entitled to said better working conditions.

Thirty-fourth. In determining claims arising under the standard minimum contract hereto annexed, there shall be established a joint arbitration board consisting of one or more members of the Protective Association and the Equity Association, with ——— ——— as umpire. This board will meet at least twice a month and have a special meeting at the request of either association.

In witness whereof, each of the parties hereto has caused this instrument to be signed by their respective presidents, attested by their respective executive secretaries, and have caused their respective seals to be hereunto affixed as of the day and year first above written.

In the presence of:

THE MANAGERS' PROTECTIVE ASSOCIATION (INC.),
By ARTHUR HAMMERSTEIN, *President.*

Attest:
L. LAWRENCE WEBER,
Secretary.

ACTORS' EQUITY ASSOCIATION,
By JOHN EMERSON, *President.*

Attest:
FRANK GILLMORE,
Executive Secretary.

Witness:
WILLIAM KLEIN,
Of counsel, for Managers' Protective Association.

Witness:
PAUL N. TURNER,
Of counsel, for Actors' Equity Association.

Appendix E.—EQUITY MINIMUM CONTRACT (STANDARD FORM), 1924

Agreement made this_____day of_____, 19___, between_____(manager) and_____(hereinafter called actor).

The regulations on the other side hereto are a part hereof, as though printed herein at length. To insure in this contract a sufficient degree of flexibility to meet the contingencies and necessities of theater production as the same may arise, separately printed "Rules governing minimum standard contract" are also made a part hereof as though printed herein at length.

1. *Agreement of employment.*—The manager engages the actor to render service in part of_____in the play now
(Here insert name of part; also if actor is required to understudy)
called_____and the actor hereby accepts such employ-
(Here insert present title of play)
ment upon the terms herein set forth.

2. *Opening date.*—The date of the first public performance shall be the_____ day of _____, 19___, or not later than 14 days thereafter.

Employment hereunder shall begin on the date of the beginning of rehearsals, and shall continue until terminated by notice given as herein provided and not otherwise.

3. *Compensation.*—The manager agrees to pay the actor the sum of_____ _____dollars ($_____) each week on Saturday thereof, from and after the date named in paragraph 2 and until this agreement is duly terminated.

Regulations on reversed side.—Regulations covering rehearsals, notice of termination before and during rehearsals, lost rehearsals, individual termination, closing of play and season, clothes, number of performances, lost performances, transportation, lay off, method of giving notice, and other matters are set forth in the "Regulations" on the reverse side of this page and in "Rules governing minimum standard contract," and except as hereinafter provided are a part hereof.

4. *Duties of actor.*—The actor agrees to be prompt at rehearsals, to pay strict regard to make-up and dress, to perform his services in a competent and painstaking manner, to abide by all reasonable rules and regulations of the manager, and, except as otherwise herein provided, to render services exclusively to the manager from the date of beginning of rehearsals, and shall not render services to any other person, firm, or corporation without the consent of the manager.

5. (*a*) The actors' employment hereunder is conditional upon the membership of the companies of the manager being in accordance with the Equity Association rules, set forth in the agreement between the Actors' Equity Association and the Managers' Protective Association (Inc.), dated May 12, 1924, and the actor shall not be required to work hereunder in violation of any such rules. Should at any time the membership of any such company fail to be in accordance with any such rules, or should the manager fail to comply with any of the provisions of paragraphs 7 or 8 of said agreement, the actor shall at his option, provided the Actors' Equity Association consents, be released from this agreement, and the manager agrees to pay to him and he may recover from the manager all sums due to date of said release plus his return fare, as provided in the transportation clause, plus, as liquidated damages, a sum equal to two weeks' salary. Any claim under this paragraph must be made by the actor through and with the consent of the Actors' Equity Association, and any dispute regarding the same shall be arbitrated under the provisions of this agreement.

(*b*) This agreement is dependent upon and subject to all the terms and conditions of said agreement with the Managers' Protective Association (Inc.), dated May 12, 1924.

6. *Arbitration.*—In event that any dispute shall arise between the parties as to any matter or thing covered by this agreement, or as to the meaning of any part thereof, then said dispute or claim shall be arbitrated. The manager shall choose one arbitrator and the Actors' Equity Association the second. _____ _____shall be the third. These three shall constitute the board, and the decision

of a majority of the arbitrators shall be the decision of all and shall be binding upon both parties and shall be final. The board shall hear the parties and within seven days shall decide the dispute or claim. The board shall determine by whom and in what proportion the cost of arbitration shall be paid, and the parties hereby constitute said board their agents and agree that its decision shall constitute an agreement between them, having the same binding force as if agreed to by the parties themselves. Further, that they and each of them will, if required, sign such individual arbitration agreement as to make said arbitration comply with a legal arbitration under the laws of the State of New York, and the rules of the Supreme Court thereof, and that judgment upon the award may be entered in the Supreme Court of the State of New York. The oath of the members of the board of arbitration shall not be necessary unless specifically requested by one of the parties.

In witness whereof we have signed this agreement on the day and year first above written.

——— ———, *Manager.*
——— ———, *Actor.*

REGULATIONS

(To be printed on standard minimum contract)

A. *Rehearsals.*—(1) The actor, if required, shall give four weeks' rehearsal without pay (in case of musical comedy, revue, or spectacular production, five weeks), and obligates himself to be ready to rehearse four (or five) weeks before the date mentioned in paragraph 2 on face of contract hereof; if further rehearsals are required then for each additional week or part thereof the manager shall pay the actor full compensation, as provided in paragraph 3 on face of contract hereof on Saturday night of each week.

(2) It is agreed that rehearsals shall be continuous from the date of the first rehearsal to the date of the first public performance of the play, as stated in paragraph 2 on the face hereof.

B. *Notice of termination before rehearsal.*—This contract may before the beginning of the rehearsals be terminated as follows:

(1) If the contract be signed and entered into prior to two months before the specific date mentioned in paragraph 2 on face hereof;

(*a*) By the manager's giving to the actor written notice and paying him two weeks' salary.

If, however, previously to giving such written notice and making such payment the manager shall have given to the actor written notice that the play will not be produced or that the actor will not be called for rehearsals, and the actor thereafter secures a new engagement under which payments to him are to begin not later than the date specified in paragraph 2 on the face hereof, then and in that event, instead of said two weeks' salary, the only sum, if any, which the manager need pay the actor shall be the amount, if any, by which said two weeks' salary exceeds two weeks' salary of the actor under said new engagement.

(2) If the contract be signed and entered into within two months of the specific date mentioned in paragraph 2 on the face hereof and the play is not placed in rehearsal or is abandoned, the manager shall pay the actor a sum equal to one week's salary.

C. *Notice of termination during rehearsal.*—This contract may during rehearsals be terminated as follows:

(1) At any time during the first seven days' rehearsals of the actor by either party by giving written notice, if this contract be signed and entered into within two months of the specific date mentioned in paragraph 2 on the face hereof, except in case the actor be reengaged by the manager for a part which he has previously played, in which event he shall be paid two week' compensation; or

(2) Any time after the first seven days' rehearsals of the actor by the manager giving written notice to the actor and by paying him forthwith a sum equal to two weeks' compensation.

(Note.—In the above two subdivisions (C–1 and C–2), wherever the word "seven" appears in reference to the probationary period of rehearsals the word "ten" shall be substituted if the actor be employed in a musical comedy, revue, or spectacular production.)

(3) The actor may cancel the contract by giving written notice and with the same paying to the manager a sum equal to two weeks' compensation.

D. *Individual termination after opening.*—Either party may terminate this contract at any time on or after the date of the first public performance of the play by giving the other party two weeks' written notice.

E. (1) If the play runs four weeks or less, the manager may close the play and company without notice and terminate the right of the actor to further compensation, provided he has paid the actor for all services rendered to date, and in no event less than two weeks' compensation.

(2) If the play shall run more than four weeks the manager shall give one week's notice of the closing of the season of the play and company, or pay one week's compensation in lieu thereof.

F. *Clothes.*—(1) If the actor be a man, he shall furnish and pay for such conventional morning, afternoon, and evening clothes as are customarily worn by civilians of the present day in this country, together with wigs and footwear necessarily appurtenant thereto. All other wigs, footwear, costumes, clothes, appurtenances, and "properties," including those peculiar to any trade, occupation, or sport, to be furnished by the manager.

(2) If the actor be a woman, all wigs, gowns, hats, footwear, and all "properties" shall be furnished by the manager.

(3) It is understood that in every case where the manager furnishes costumes, if the notice of cancellation of this contract be given by the actor he or she shall reimburse the manager for the necessary and reasonable expense to which he may actually be put in having costumes altered or rearranged for the successor, and repay for current shoes.

G. *Notices.*—All communications which refer to the company in general shall be posted upon the call board. Notice to the manager must be given to him personally or to his company or stage manager.

H. *Number of performances worked.*—(1) Eight performances shall constitute a week's work.

(2) A week's compensation shall be paid even if a less number than eight performances are given, except as herein otherwise provided in paragraph J.

(3) A sum equal to one-eighth of the weekly compensation shall be paid for each performance over eight in each week. (This also applies to understudies.)

(4) It is assumed that Sunday rehearsals and performances will take place only where it is lawful, and the actor shall not be required to perform in the play and part above named on Sunday in any theater except those where Sunday performances were customarily given on May 1, 1924.

I. *Lost performances.*—The actor shall travel with the company by such routes as the manager may direct, and the actor shall not demand compensation for any performance lost through unavoidable delay in travel which prevents the giving of performances by the company.

J. It is further agreed if the company can not perform because of fire, accident, strikes, riot, act of God, the public enemy, or for any other cause of the same general class which could not be reasonably anticipated or prevented, or if the actor can not perform on account of illness or any other valid reason, then the actor shall not be entitled to any salary (except as otherwise herein specified) for the time during which said services shall not for such reason or reasons be rendered. Should any of the foregoing conditions continue for a period of 10 days or more, either party may terminate the contract and the manager will pay for all services to date and transportation back to New York City.

K. *Lost rehearsals.*—If the manager is prevented from giving rehearsals because of fire, accident, riot, strikes, illness of star or prominent member of the cast, act of God, public enemy, or any other cause of the same general class which could not reasonably be anticipated or prevented, then the time so lost shall not be counted as part of the four (or five, as the case may be) weeks' rehearsal period herein provided. After the fourth week of rehearsal, including any layoff period on the above account, the manager will pay half salaries for two weeks, at the end of which time the actor shall be free unless the manager wishes to continue the services of the actor and pays him full salary thereof.

L. *Transportation.*—The manager agrees to transport the actor when required to travel, including transportation from New York City to the point of opening and back to New York City from the point of closing; also the actor's personal baggage up to 200 pounds weight.

M. The manager shall reimburse the actor for all loss or damage to his property used and/or to be used in connection with the play while they are wholly or partly in the possession or control or under the supervision of the manager or of any of his representatives and also when such baggage and property has been in any way shipped, forwarded, or stored by the manager or any of his representatives, but the actor shall have no claim if the loss or damage occurs

while the baggage or property is under his own control. Upon payment of said loss or damage the manager shall be subrogated to all rights of the actor therefor.

N. (1) If individual notice of termination is given by the manager he agrees to pay the actor in cash the amount of the cost of transportation of the actor and his baggage back to New York City whether the actor returns immediately or not.

(2) If this contract is canceled by the actor, he agrees to pay his own railroad fare back to New York City and to reimburse the manager for any railroad fare the manager may have to pay for the actor's successor up to an amount not exceeding railroad fare from New York City to the point where said successor joins the company, whether for rehearsal or for playing.

(3) If the company is organized outside of New York City, the name of such place is herein agreed to be substituted for New York City in paragraphs L, N–1 and N–2 and elsewhere.

O. The manager shall not be responsible for any loss occurring to the personal baggage of the actor whose duty is, if he desires to protect himself against loss, to insure the same.

P. Strikes, within the meaning of paragraph J hereof, is construed to mean any strike of any name or nature which shall prevent the manager from giving performances in the usual course of his business in any theater or theaters.

RULES GOVERNING MINIMUM STANDARD CONTRACTS

(To be printed on standard minimum contracts)

1. Should the manager of any production consider the same "spectacular" and therefore entitled to five weeks of free rehearsals, he shall notify the Actors' Equity Association before the beginning of rehearsals, and advise fully as to the nature of the production and secure its allowance of his claim.

2. Rehearsals begin with the date when the actor is first called. If the manager chooses to start with a reading to the company, or substantial part thereof, said reading is a part of and begins the rehearsal period.

3. In case of company rehearsals being held before opening at a place different from that of organization the manager shall pay the actor his reasonable living expenses during said rehearsals, except that the manager shall be allowed two days of free rehearsal in cities within 1,000 miles of New York City and one additional day free for each additional 1,000 miles or fraction thereof.

4. If the actor shall absent himself from rehearsals for seven days or more by reason of illness, the manager may cancel this contract without payment for service to date. The association may, in its discretion, upon appeal by the manager, reduce this period.

5. Contracts between manager and actor shall be deemed to be entered into between the said parties on the date when the terms of the contract are agreed upon between the parties, and contracts must be issued and signed as of that date.

6. If after joining a company, which has opened and is on tour, an actor is dismissed at rehearsals within the seven-day probationary period (provided the seven-day probationary period has not already been deleted from his contract) the manager shall pay to the actor his transportation both ways and for each day of rehearsal a sum equal to one-fourteenth of the weekly salary agreed upon, said rehearsals to be deemed continuous and to begin not later than the day after the actor's arrival. In case the actor is dismissed after the seven-day probationary period, the manager shall pay the actor two weeks' salary and his transportation both ways.

7. If the full rehearsal period to which the manager is entitled be not used by him before the date of opening, he may employ the balance thereof immediately before the New York opening, provided that said New York opening takes place within six weeks of the original opening of the play.

8. All performances for which admission is charged (except bona fide benefits) are to be counted and considered as performances under the minimum standard contract.

9. If the employment under any contract relates to the second or subsequent season of any play, then the period of free rehearsals is three weeks instead of four, but this provision shall not obtain if 50 per cent or more of the cast were not members of the production the preceding year.

10. If the play for which the actor is engaged is rehearsed seven days or less and then rehearsals are discontinued or postponed, or if the production is aban-

doned during rehearsals on or before the seven-day probationary period would have expired, the manager shall pay the actor as follows: If the contract has been signed or entered into within two months of the date mentioned in paragraph 2 of the standard minimum contract, a sum equal to one week's salary, otherwise a sum equal to two week's salary.

11. In case the play is abandoned before rehearsals or the actor is entitled to compensation under the preceding paragraph, payment shall be made by the manager to the actor not later than three weeks prior to date of opening specified in paragraph 2 of the main contract.

12. Seven days' rehearsals means seven consecutive calendar days, counting Sunday (when Sunday is used for rehearsals), and said seven days terminate with the dismissal of rehearsal on the seventh day as herein reckoned.

13. If the part of an actor who shall have been dismissed before the end of the rehearsal on the seventh day shall be cut out, the manager shall pay to the actor a sum equal to one week's salary.

14. The manager shall use reasonable care that his press department shall not announce the engagement of the actor until after the seven-day probationary period, and shall drop the name of the actor from advertising and publicity matter as soon as is possible after the actor leaves the company.

15. If the actor is not allowed to work out any notice properly given under his contract the amount to which he is entitled shall be paid forthwith upon the giving of the notice.

16. The right of the manager to close a play and company without a week's notice within four weeks after the opening date does not apply to the second or subsequent season thereof.

17. Notices of termination or closing given at or before the end of the performance on Monday night, effective at the end of the Saturday night following, shall be deemed one week's notice; and such notice effective at the end of Saturday week following shall be deemed two weeks' notice.

18. The essence of this contract is continuous employment, and a play once closed shall not be reopened during the same season within eight weeks of the date of previous closing without the consent of the Actors' Equity Association. Such consent, if given, shall be upon such terms and conditions as may be considered just and equitable by such association.

19. Except in a case of notice given on Monday, as otherwise provided in these rules, a week's notice shall be 7 calendar days and two weeks' notice 14 calendar days.

20. Should the manager require the actor purchasing his clothes from a special tailor or shall require exclusive or unique designs or unusually expensive clothes, then the manager shall pay for such clothes, anything to the contrary in clause G of the standard minimum contract notwithstanding.

21. The actor shall be responsible for transporting his own baggage to and from the station or theater in New York City. The manager will pay the cost of or reimburse the actor for such transportation anywhere on Manhattan Island.

22. Should the citizens' jury provided for in New York decide adversely to the continuance of a production because salacious or against public morals, the actor shall forthwith terminate his employment without notice, payment, or penalty.

23. Should the production in which the actor is engaged be complained of as being in violation of any statute, ordinance, or law of the United States, any State, or any municipality in any State and should a claim or charge be made against the actor on account of his being engaged in such production, either civil or criminal, the manager shall defend the actor at his own expense, or shall pay any and all reasonable charges laid out or incurred by the actor in his defense, and the manager agrees to indemnify the actor against any loss or damage which he may suffer on account of being engaged in any such production.

This rule shall not apply to any case or any set of conditions where its enforcement would be illegal or against public policy.

24. The manager shall have the right to lay off his company the week before Christmas and Holy Week. Should such lay off take place the manager shall not during said lay-off period be entitled to the services of the company except for a run-through rehearsal on the day of reopening, and except further that additional rehearsals may be allowed by the Actors' Equity Association in case of illness of the star or prominent member of the company or change in cast.

25. If in any production the star or featured member of the cast shall be ill and a lay off shall take place on that account, actors receiving less than $100 weekly (but no others) shall be paid by the manager an amount equal to their board and lodging for the first week. If said lay off continues beyond one week, half salaries

shall be paid to the entire company for each day the actors are retained up to and including two further weeks. From and after the beginning of the fourth week the manager shall either pay full salaries to all members of the company or may abandon the production.

26. When understudies are employed or there is a change in the cast, announcement shall be made to this effect, either by a slip in the program, or by announcement from the stage at the rise of the curtain, or by conspicuously posting a notice to that effect a reasonable time before the rise of the curtain at the box office.

27. In case after the opening of the play and after at least two weeks' employment, the manager shall desire to lay off for the purpose of rewriting or making changes in the cast or any other reason deemed sufficient by him, he may apply to the Actors' Equity Association for the right to do so. If the association agrees to such lay off it may do so upon such terms and conditions as may seem equitable to it under the circumstances. But in any event if a change or changes in the cast is made the actor or actors dismissed and not employed upon the renewed run of the play shall be paid at least one week's additional salary.

28. Musical comedies, revues, or spectacular plays shall immediately after a New York run be allowed one day's lay off before the opening in either Boston or Chicago. This does not apply to premieres, i. e., original openings in those cities.

29. Should the actor deem that he has any claim against the manager under his contract he shall present the same to the Actors' Equity Association or to the manager or both within two months after the time when such claim has arisen, unless he shall give to the board of arbitration good and sufficient reason for any delay after such period of two months.

30. Should either party give the other any notice under his contract which terminates the same at any future date and should the actor have or secure a new engagement he shall be permitted to attend the rehearsals under the new engagement as may be necessary and as do not conflict with his performances under his then existing contract.

31. The actual salary of the actor agreed upon shall be stated in the contract and a lesser or fictitious salary shall not be stated in the contract.

32. Unless special consent otherwise is given by the manager, understudies shall be present at each performance.

33. "Try outs" during May, June, and July are permissible where the manager agrees to pay and pays one week's salary for two weeks' rehearsals and an additional half week's salary for each additional week of rehearsal, one week's salary to be guaranteed. Payment for part of a week's rehearsal shall be pro rata.

34. Sunday performances referred to in "Regulations," under subdivision 4 of paragraph H, are regular dramatic and musical productions and do not include vaudeville, recitals, concerts, and the like.

35. Equity will raise no objection to the trying out of vaudeville acts in revues or similar type of productions for one performance, provided the actor understands and is agreeable to this arrangement and provided further that this entails on the company no rehearsals.

Appendix F.—CASES HEARD BY JOINT ARBITRATION BOARD OF PRODUCING MANAGERS' ASSOCIATION AND ACTORS' EQUITY ASSOCIATION DURING 1923

1. This was a company claim for one night's salary lost on December 5, 1922, due to a mixup in bookings.

The board ruled that the company should be paid, and recommended that under the circumstances the Producing Managers' Association should reimburse the manager.

2. This was a claim for $23.05, one-eighth of a week's salary, which had been deducted from the actor's salary. The actor stated that he began rehearsals on September 25, and the company opened October 31, thereby exceeding the five weeks' rehearsal period, and that the deduction should not have been made.

The board ruled that the actor should be paid the amount of the claim.

3. A claim for one week's salary, amounting to $500. The manager took advantage of the Actors' Equity Association concession regarding the week before Christmas, and was afterwards unable to give the actor the two weeks' consecutive employment that was a part of the lay-off concession, because the actor's contract with him terminated January 1, 1923.

The board was unable to agree, and the case was referred to the Arbitration Society of America.

4. The board was asked to make a ruling regarding the payment of sleepers for members of the chorus.

The board decided that for all jumps made before 5 o'clock in the morning sleepers must be provided for the chorus by the management. For jumps after that hour managers need not provide sleepers.

5. A claim for two weeks' salary, amounting to $400, on the basis that the actor had been rehearsed for 11 days and then dismissed.

The case was decided in favor of the actor, and the claim ordered paid.

6. An actor made claim for $75, representing three-eighths of a week's salary. The play had opened January 30, did not play the 31st, but gave one performance each on February 1, 2, and 3. Payment had been made for four-eighths of a week, the claimant stating that it should have been for seven-eighths.

The board ordered that the claim be paid and ruled that the award applied also to other members of the company.

7. This claim is the same as No. 6, above, with the additional claim for $100 for extra rehearsal period.

The case was decided in the favor of the actor.

8. A claim on the same basis as No. 7, above, the total amount of claim being $200.

The board awarded the claim to the actor.

9. The actor in the present case claimed that he was rehearsed over the 10-day probationary period and was then dismissed. He asked two weeks' salary, total $500.

The board disagreed, referred the case to independent arbitration, when it was decided in favor of the actor, with full award.

10. This was a company claim against a manager for two nights' salary. The first night, February 23, was lost through nonbooking, although, according to the company, they arrived in Colorado Springs at 6.30 p.m., in plenty of time to have played that night if the date had been booked. They laid off in Colorado Springs and played it on Saturday. The company claimed that the manager intended to do the same in reference to the canceling of Chico, Calif., on the trip to Eugene, Oreg. As contract called for consecutive employment, claim was made for two nights' salary.

The company was awarded one night's salary by the board.

11. An actress and actor were with the original production of a play which closed for rewriting and recasting and then reopened. These two performers were not reengaged and therefore claimed one week's salary, as per contract.

The board could not agree, so the case was referred to independent arbitration.

12. This was a claim for two weeks' salary at $100 per week in lieu of notice of dismissal. The manager claimed that the actor was intoxicated at a performance and that he was therefore discharged, with return fare to New York.

The claim was dismissed.

13. This was a rehearing of case No. 11 above.

The board decided the case unanimously in favor of the manager.

14. In this claim the actor asked 13 weeks' salary, at $600 per week, on a run-of-the-play contract, signed on February 7, 1922. He received seven weeks of work on the contract, which called for 20 weeks before September 1, 1922, and June 1, 1923.

It was unanimously decided that an attempt should be made to have the two parties to the claim "get together" in conference with two members of the board. This was done, and an amicable settlement was reached.

15. The actor presenting this claim was engaged at a weekly salary of $200. After playing three performances the play was closed for rewriting but never reopened. The actor claimed one and five-eighths of a week's salary, a total of $325.

The award was made to the actor; amount, $325.

16. In this claim an actress asked payment of $260.50 for two weeks' salary, baggage hauls, and material for a dress. She had been engaged for a production, was sent to Chicago, and then dismissed on day of opening.

The board awarded the actress $50.

17. This was a company claim for salary during a week of lay off; also salary for one night additional, it being charged that, after the actors were dressed and ready to play, the management called off the program because of small attendance.

The board awarded the amount of the claim to the seven members of the company who brought the claim.

18. This was a claim of a member of the chorus for two weeks' salary in lieu of two weeks' notice. Manager claimed that the performer was "kidding" on the stage and that she was dismissed for this cause.

The case was postponed in order to secure more evidence.

19. A claim based on a verbal agreement that the actor should receive extra compensation when the company went on a tour. The amount claimed was $50.

The case was postponed.

20. This claim was made by an understudy in payment of Sunday night performances and one holiday matinée, the amount asked being $50.

The claim was settled privately by full payment of the claim.

21. A claim for two weeks' salary, total $300, on the basis that the performer had been rehearsed beyond the probationary period and then dismissed.

The claim was settled privately by full payment of the amount asked.

22. The claimant was a chorus member who asked for two weeks' salary in lieu of notice, plus one-half week's salary for time that had been played; a total of $125. The question of an altercation with another chorus member was involved.

The claim was settled privately by payment.

23. The claimant had been engaged under a run-of-the-play contract, and demanded salary for all weeks played by the company after her dismissal.

The board decided the case in favor of the claimant.

24. This was a claim for $2,700, three weeks' salary for an actress at $750 per week and a stage manager and actor at $150 weekly. The engagement was for four weeks, but only one week had been paid for.

The board awarded $2,700 to the claimants.

Appendix G.—HEBREW ACTORS' UNION

The Hebrew Actors' Union includes all unionized Hebrew players in the legitimate field, a total of 317. The 23 Jewish theaters in the United States and Canada are supplied with actors from the membership of this union. These playhouses are almost wholly stock theaters, which employ permanent casts of actors but change plays as often as seems advisable. The Hebrew Actors' Union operates a "preferential union shop"[1]—i. e., union members are given preference over nonunion, but when all the members of the union have been employed nonunion actors may be engaged to fill out the casts.

In addition to the preferential union shop there is a closed union. An initiation fee of $150, annual dues of $75, and the contribution of one-half week's salary to an old-age fund are the financial obligations of membership. Those wishing to join the union must act parts before the membership, and their admission depends upon a favorable vote of the members present. This arrangement could, of course, be an effective bar to increase in membership, but it is said that new members number from 25 to 30 annually.

Members of the union must be paid a minimum wage of $60 weekly for a guaranteed season of 36 weeks. Salary continues whether the actor plays or not, except during the Jewish holiday period; and since the system is mostly that of stock, not all members of the casts are playing all the time. Nine performances constitute a week's work, and there is extra salary for extra performances. Two weeks of free rehearsals are allowed before the opening of the season, the rehearsal period being limited to four hours daily.

[1] "The principle of the preferential shop is thus applied: Whenever the employer needs additional workers, he shall first make application to the union, specifying the number and kind of workers needed. The union shall be given a reasonable time to supply the specified help, and if it is unable or for any reason fails to furnish the required persons, the employer shall be at liberty to supply them in the open market as best he can." (Waldo R. Browne, What's What in the Labor Movement, p. 384. B. W. Huebsch (Inc.), New York, 1921.)

Appendix H.—CONSTITUTION AND BY-LAWS OF ACTORS' EQUITY ASSOCIATION (AS AMENDED IN 1916 AND 1918)

CONSTITUTION

Article I

The name of this association shall be Actors' Equity Association. Its seal shall be circular and bear the name of the association and the date of its organization. Its principal office shall be located in the Borough of Manhattan, city of New York. Its duration shall be 50 years.

Article II.—*Members*

Section 1. The membership shall comprise three classes, to wit, the regular members, junior members, and lay members.[1]

Sec. 2. Persons who have been actors for at least two years are eligible to election as regular members.

Sec. 3. Persons who have been actors for less than two years and who have played at least one speaking part are eligible to election as junior members, said junior members to hold no office, to cast no vote, nor to be present at either the annual or any special meeting.

Sec. 4. Persons in sympathy with the objects of the association and having no business associations antagonistic thereto are eligible to lay membership. The limit of lay membership shall be 10, except that said number may be enlarged by action of the council, ratified by the association.

Sec. 5. Members shall be elected by the council, shall abide by and be governed by the constitution and by-laws of the association, and any rule, order, or law lawfully made or given by any lawful authority. The council shall have power to censure, suspend, drop, expel, terminate the membership of, request the resignation of, fine, or punish any member, and the offenses for which and the conditions under which the council may so act shall be set forth in the by-laws or in rules adopted by the council. Any person whose membership shall cease, or be in any manner terminated, shall have no further right in the association or its property.

Article III.—*Government*

Section 1. The general management, direction, and control of the affairs, funds, and property of the association, and the determination of the relations and obligations of members to the association, and of the association to its members, except as they are controlled by the constitution and the by-laws, shall be vested in its council, which shall consist of 21 members[2] and the officers hereinafter named in this article.

Sec. 2. Officers and members of the council shall be elected at the annual meeting of the association by the members thereof. Officers shall hold office until the next annual meeting or until their successors are chosen and qualify.

Sec. 3. The officers of the association shall consist of a president, vice president, corresponding secretary, recording secretary, and treasurer.

Sec. 4. Both secretaryships may be held by one person, who may also be treasurer.

Sec. 5. Members of the council shall be divided into three classes of 12 each,[2] each class holding office for three years, except as provided in the by-laws.

Sec. 6. Each member in good standing and not in arrears for dues or other moneys owing to the association shall be entitled to cast one vote for each officer and member of the council voted on, and a majority of votes so cast shall be

[1] Lay members are no longer admitted to the ranks of the association.
[2] At present the council consists of 48 members, 16 being elected each year for a term of three years

necessary for a choice. Provision shall be made in the by-laws so that absent members within the United States shall have notice of nominations and opportunity of voting for candidates without being present in person.

SEC. 7. The council shall have power to delegate all or any of its powers of management and control of the affairs, funds, and property of the association to an executive committee elected from itself and composed of not less than five members, and which shall hold office and have the powers and duties conferred upon it by the council.

SEC. 8. At least 20 days before the annual meeting a nominating committee, appointed by the council, shall make nominations for officers and members of the council. At least two-thirds of said committee shall be chosen from members outside of the council. Other nominations may be made in writing and delivered to the secretary at least 20 days before the annual meeting by 15 members. Members may vote for any person, though not nominated. Members within the United States shall receive written notice of all nominations made by the nominating committee or filed with the secretary.

ARTICLE IV.—*Annual meeting*

SECTION 1. The annual meeting of the association shall be held on the last Monday in May at the principal office of the association in the Borough of Manhattan, at 12 o'clock, noon. Notice of the time and place thereof, together with nominations for office, shall be sent to each member of the association by the corresponding secretary at least two weeks prior to such meeting.

SEC. 2. At all meetings of the association at which elections are held the presiding officer shall appoint three members present in person to act as a proxy committee and as inspectors and tellers for the meeting, whose duties it shall be to canvass the votes cast at such meeting.

SEC. 3. Special meetings shall be called by the corresponding secretary at the written request of 7 members of the council or 20 members of the association, and like notice as above shall be given.

ARTICLE V.—*By-laws*

SECTION 1. Matters not covered by this constitution or which are or may be supplementary thereto, and which shall be contained in the by-laws, shall have equal force and effect with this constitution. The council shall have power to repeal or amend said by-laws. It shall have power to make rules supplementing this constitution and the by-laws, and regarding all matters not covered by them. Each provision of this constitution and the by-laws of this association, and any and all amendments to each or either, and any and all lawful rules or orders made by the council or any committee, or any member thereof, or any officer of the association, shall be binding upon each member from the time when it is lawfully made or given, regardless of any rights which any member may have acquired by reason of the laws, rules, or orders in force prior to such amendment.

ARTICLE VI.—*Notices*

SECTION 1. Each member of the association shall furnish to the secretary an address to which all notices may be sent. If no such address is so furnished, the office of the association in Manhattan Borough shall be deemed to be the address. Service of all notices shall be made either by delivering the same personally to the members or by mailing the same inclosed in a postpaid wrapper, to the member at the address so given by him; or if he has not furnished such address, by posting the same in a conspicuous place in the principal office of the association.

ARTICLE VII.—*Dissolution*

SECTION 1. By resolution adopted by the council, and ratified by a two-thirds vote of members present at a special meeting called for the purpose, this association may be dissolved. Upon dissolution the council shall have full power to dispose of the property of the association and over the division thereof.

ARTICLE VIII.—*Amendments*

SECTION 1. This constitution may be amended only by a vote of a majority of all of the members present at any regular meeting or at any special meeting called for that purpose.

SEC. 2. No proposition to amend the constitution shall be acted upon at any meeting of the association unless it shall have been presented in writing to the corresponding secretary either by the council or at least 15 of its members, and notice embodying the purport of the proposed amendment shall have been sent to each member in the call for such meeting, which notice shall be sent at least 30 days prior to the date of the proposed meeting.

SEC. 3. It shall be the duty of the corresponding secretary to inform the council of such proposed amendment, and the council shall thereupon give due consideration thereto and report its opinion as to such amendment to the association at the meeting at which action is to be taken thereon.

BY-LAWS

ARTICLE I.—*Meetings*

SECTION 1. At all meetings of the association at least 100 members in good standing must be present to constitute a quorum.

SEC. 2. If no quorum should be present, the presiding officer shall adjourn the meeting to a date or hour fixed by him, not later than 15 days distant. Any meeting held upon the adjourned date shall have the same effect as if held on the date originally set.

SEC. 3. Seven members present in person shall constitute a quorum of the council.

SEC. 4. A majority of the members, present in person, shall constitute a quorum of any committee.

SEC. 5. Members absent from the city of New York on the date of the annual meeting may vote at the annual election of officers and for members of the council by delivering to the corresponding secretary of the association on or before the date of said election, by mail, a written or printed ballot setting forth the office and the name of the candidate voted for, signed personally by the member voting. Said ballot, if received before the counting of ballots is finished, shall be counted.

ARTICLE II.—*Council*

SECTION 1. The council for the first year shall, exclusive of officers, be composed of the following members:

Charles D. Coburn, William Courtleigh, Edward Connelly, Arthur Byron, Edward Ellis, William Sampson, Thomas A. Wise;

Albert Bruning, John Cope, Jefferson De Angelis, Wilton Lackaye, Frank Reicher, Grant Stewart, John Westley;

Edwin Arden, George Arliss, Digby Bell, Holbrook Blinn, Robert Edeson, Frank Gillmore, George Nash.

The first seven names shall constitute class A, who shall hold office until the annual meeting in May, 1914. The second seven names shall constitute class B, who shall hold office until the annual meeting in 1915. The third seven names shall constitute class C, who shall hold office until the annual meeting in 1916. All members of the council, except officers, hereafter elected shall hold office for three years. At the annual meeting in 1914 seven members shall be elected to take the place of those comprising class A, and at the annual meeting in 1915 seven members shall be elected to take the place of those comprising class B, and thereafter at each annual meeting seven members shall be elected to take the place of the outgoing class.

SEC. 2. Meetings of the council shall be held at such time and place and upon such notice as council may decide. Special meetings may be called at any time upon two or more days' notice by the president or by the executive committee. If the president and the executive committee concur, meetings may be held upon any notice which gives members in New York sufficient time to attend.

SEC. 3. The council shall act only as the board, and individual members shall have no power as such. The act of a majority present at a meeting at which a quorum is present shall be the act of the council.

SEC. 4. No indebtedness shall be incurred except by the council or its authorization.

SEC. 5. Members of the council, including officers, may be removed for cause appearing sufficient to the council after charges have been preferred in writing and a hearing, of which at least seven days' notice shall be given. In case of

officers the order of removal shall not become effective until ratified by the association at a special meeting, at which the members removed may appear and be heard.

SEC. 6. Members of committees may be removed at any time by the council.

SEC. 7. The council shall confirm all committee appointments made by the president.

SEC. 8. The council shall determine upon such committees in addition to those provided by the by-laws as it may deem proper and shall decide upon the number of members thereof and their powers.

SEC. 9. Matters not covered by the constitution or by-laws shall be in the discretion of the council, and it shall have power to adopt such rules supplementing said constitution and by-laws, or covering new matter not contained therein, as it may deem proper, and such rules shall have equal force and effect with the constitution and by-laws. The council may repeal or amend its rules.

SEC. 10. In event of any vacancy occurring in the council or in any of the offices or in any committee, the council shall have power to fill the vacancies, and the members so chosen shall act for such length of time as the council may designate, not later than the next annual meeting.

SEC. 11. The council may from time to time appoint such assistants to the officers and such agents and employees of the association as it may deem proper and may vest such persons with authority binding upon the association and its members. All such persons shall hold office during the pleasure of the council and shall be subject to removal with or without cause.

SEC. 12. The council may, from time to time, prescribe duties additional to those set forth in the constitution and by-laws, to any officer, committee, or member of the association.

ARTICLE III.—*Officers*

SECTION. 1. The following shall be the officers to act until the annual meeting in 1914, and until their successors are chosen and qualify:

President, Francis Wilson,
Vice President, Henry Miller,
Treasurer, Richard A. Purdy,
Corresponding secretary, Bruce McRae,
Recording secretary, Howard Kyle.

SEC. 2. The president shall be the first executive officer of the association and shall have general supervision of its business, affairs, and property. He shall preside at all meetings of the association and of the council and shall perform such duties as from time to time the council shall determine.

SEC. 3. The vice president shall have such powers and perform such duties as the council may from time to time determine. In case of the absence or inability of the president to act, the vice president shall discharge the duties of the president.

SEC. 4. The treasurer shall have charge of the funds, securities, receipts, and disbursements of the association. He shall deposit all moneys to the credit of the association in such banks or trust companies as the council may designate and shall disburse the same by such means and in such manner as the council shall direct. He shall take proper vouchers for moneys disbursed and render such statements of account and keep such books as the council may direct. The council shall determine what bond, if any, shall be given by him. The treasurer shall pay no bills unless they are properly certified as directed by the council.

SEC. 5. The recording secretary shall record and keep the minutes of meetings of members and of the council. The corresponding secretary shall safely keep the books, papers, and other records of the association, and attend to all association correspondence, and shall perform such other duties as may be directed by the council. He shall be the custodian of the official seal of the association.

SEC. 6. Officers and committeemen pro tempore, to act during the absence of any officer or committeeman from the city of New York, may be appointed by the council, and it may delegate this power to the executive committee.

ARTICLE IV.—*Contracts and agreements*

SECTION 1. No agreement, contract, or obligation involving the payment of money or the credit or liability of the association shall be made unless the same be authorized and directed by resolution of the council and duly entered in the minutes thereof.

ARTICLE V.—*Suspension, expulsion, etc.*

SECTION 1. Any member who shall be in anywise indebted to the association, or who shall cease to be an actor, or who shall, in the opinion of the council, have a business association, or engage in any business which might place him in antagonism to the objects of the association, or any member who shall be guilty of any act, omission, or conduct which is prejudicial to the welfare of the association, or which, in the opinion of the council, is prejudicial to its welfare, interests, or character, or any member who shall fail to observe any of the requirements of the constitution, by-laws, or any lawful rule or order of the council, or any committee, or any officer of the association, may, in the discretion of the council, be either censured, suspended, expelled from membership, or such membership may be otherwise terminated, or his resignation may be requested, or he may be fined, or otherwise punished.

SEC. 2. In such cases the council shall act only upon charges preferred in writing and after a hearing, at which the accused may be present and of which he shall have at least five days' notice.

SEC. 3. From any resolution of the council which fines, suspends, expels, or otherwise terminates the membership of any member, said member may appeal to the association. Said appeal shall be heard at the next meeting of the association after said resolution is adopted by the council. The accused member may appear at said meeting and be heard. Of said meeting he shall have at least 10 days' notice. The association may, in its discretion, refer the matter to a committee appointed at said meeting, which said committee shall be prepared to report within three calendar months and whose said report shall be received and acted upon by the association at the next meeting thereof. No member may take any action to review the action of the council until after an appeal to the association is taken and decided. Pending an appeal the accused member shall have none of the privileges of membership.

ARTICLE VI.—*Membership*

SECTION 1. Each application for membership must be accompanied by the yearly dues of $5 before such application can be acted upon by the council. Applicants may become life members by the payment of $50. Two negative votes shall exclude an applicant.

SEC. 2. Members in good standing may resign. In the event of the termination of any membership by resignation, expulsion, or any other cause the rights of the member in and to any property or assets of the association shall cease.

SEC. 3. All members shall sign the articles of the association, either in person or by agent, proxy, or attorney, as the council may by resolution provide.

SEC. 4. New members paying dues before July 31 shall be given white cards of membership and be in good standing until the following May 1. New members paying dues on or after July 31 shall be given blue cards and be in good standing until November 1 of the following year. Members holding white cards of membership shall pay annual dues within 30 days after May 1. Members holding blue cards of membership shall pay annual dues within 30 days after the November 1 designated thereon.

SEC. 5. Members who shall fail to make payment within 30 days, as provided in section 4 of this article, shall be notified of such failure by notice mailed to the delinquent member at the address referred to in article 6 of the constitution. If, within 15 days after said notice is mailed, the dues referred to therein shall remain unpaid, the council shall have power in its discretion to take such action as it may deem proper. It may extend the time of payment or censure, suspend, or expel the delinquent member. In case of censure or suspension, notice need not be given as required in section 2 of Article V of the by-laws. But before expulsion for the above reason the council shall cause written notice of its intended action to be mailed to the member at the address referred to in article 6 of the constitution at least 10 days before such action is definitely taken. In such case, if the delinquent member shall remit the dues which have been unpaid, the council may take such action regarding the expulsion of said member as it may consider just and proper. Except as herein stated, no further notice need be given the delinquent member.

ARTICLE VII.—*Committees*

SECTION 1. The principal committees of the association shall be the executive, arbitration, membership, entertainment, legislative, and legal committees. All matters relative to said committees shall be determined by the council, and it may authorize each of said committees to adopt its own rules of procedure.

ARTICLE VIII.—*Order of business*

SECTION 1. The order of business at the annual meeting shall be:
1. Reading and correction of minutes.
2. Report of officers.
3. Report of committees.
4. Elections.
5. Such other matters as the association may choose to consider.

ARTICLE IX.—*Amendments*

SECTION 1. The council may amend these by-laws by a two-thirds vote. All amendments shall be submitted in writing at least 30 days prior to their being acted upon. Rules affecting members and changes in the by-laws shall be printed, and members shall receive notice thereof with or prior to the notice of the annual meeting. Amendments to the by-laws adopted by the council shall remain in full force until and unless revised by the association. Said revision may take place by a two-thirds vote of the members of the association present.

ARTICLE X.—*Rules of order*

SECTION 1. The rules of order shall be governed by the latest edition of Cushing's Manual of Parliamentary Law.

In witness whereof we have signed these articles of association on the day and year set opposite our respective names.

69702°—26†——7

Appendix I.—BASIC AGREEMENT BETWEEN MANAGERS' PROTECTIVE ASSOCIATION (INC.) AND CHORUS EQUITY ASSOCIATION, 1924

An agreement made as of this 12th day of May, 1924, between the Managers' Protective Association (Inc.), an association incorporated under the laws of the State of New York, hereinafter called "Protective Association," by and on behalf of itself and all its present and future individual members and producing corporations, copartnerships, associations, individuals, and concerns, of whatever character, which said individual members or any of them control, manage, or direct, hereinafter termed the "producers," parties of the first part, and Chorus Equity Association, an unincorporated association existing under the laws of the State of New York, hereinafter termed the "Chorus Association," by and on behalf of itself and all its present and future individual members, hereinafter termed "Chorus Equity Members," parties of the second part, witnesseth:

First. For the considerations named in a certain contract between the Managers' Protective Association (Inc.), and Actors' Equity Association, made the 12th day of May, 1924, and for the consideration of $1, lawful money of the United States, paid by each of the parties hereto to the other, the receipt of which is hereby acknowledged, and the mutual promises herein contained, the parties hereto hereby enter into an agreement which adopts and embodies herein the hereinafter referred to paragraphs and clauses thereof in the said agreement of May 12, 1924, between the Managers' Protective Association (Inc.) and the Actors' Equity Association.

Second. This agreement when signed shall have the same force and effect as though all such paragraphs and clauses thereof in said agreement were set forth herein in full, but it is also agreed that this agreement shall be rewritten with all the said paragraphs and clauses written out in full, with only such changes necessary to apply to this agreement with the Chorus Equity Association, and shall then be reexecuted as of the date this instrument is signed, with the same force and effect as of such date.

Third. The parties hereto hereby embody in this agreement as though set forth in full all the language contained in pages 1, 2, and 3 of the said agreement between the Managers' Protective Association (Inc.) and the Actors' Equity Association, except that wherever the words "Actors' Equity Association," or "Equity Association" or "Equity Members" are used, there shall be deemed to be substituted "Chorus Equity Association," or "Chorus Association," or "Chorus Members," and wherever applicable throughout this entire agreement in reference to the said agreement between the Managers' Protective Association (Inc.) and the Actors' Equity Association, so that this agreement shall be between the parties hereto, the names "Chorus Equity Association," "Chorus Association," and "Chorus Members," shall be deemed substituted.

Fourth. The following paragraphs in said agreement between the Managers' Protective Association (Inc.) and the Actors' Equity Association are hereby agreed to and made a part hereof as though set forth in full: Third, fifth, eighth, ninth, tenth, eleventh, twelfth, thirteenth, fourteenth, sixteenth, seventeenth, eighteenth, nineteenth, twentieth, twenty-first, twenty-second, twenty-third, twenty-fourth, twenty-fifth, twenty-sixth, twenty-seventh, twenty-ninth, thirtieth, thirty-first, thirty-third and thirty-fourth.

Fifth. The following language is hereby substituted for the paragraph second of the agreement between the Managers' Protective Association (Inc.) and the Actors' Equity Association: Subject to the exceptions herein contained, wherever the term "actor" is used herein it shall apply to any and all males and/or females working in choruses and/or in ensembles and so performing in any theatrical troupe or company of performers.

Sixth. Paragraph sixth of said agreement is hereby embodied herein as though set forth in full except that the standard form referred to and which is hereto annexed shall be termed "Chorus Equity minimum contract, standard form," marked "B," and by this reference made a part hereof.

Seventh. The seventh paragraph of said agreement between the Managers' Protective Association (Inc.) and the Actors' Equity Association is hereby adopted with the exception of one paragraph of said resolution referred to, so that said seventh paragraph with said elimination and with changes made necessary to apply to the Chorus Equity Association shall read as changed, as follows:

"*It is resolved*, That no member of this association shall after June 1, 1924, play in any company or any performance produced by any member of the Managers' Protective Association (Inc.) unless at least 80 per cent of the chorus who are members of said company and/or appear in said performance are fully paid-up members of Chorus Equity Association in good standing and unless each of the remaining persons who are members of said chorus and/or appear in said performance, namely, not more than 20 per cent (none of whom may be a suspended or delinquent member of Chorus Equity Association or a person who has been expelled or dropped therefrom), shall on or before the first rehearsal of said company have paid in cash to this association a sum or sums equal to what such person would have had to pay this association as the usual and regular initiation fee and dues if such nonmember had at the time of his or her first rehearsal in said company duly applied for and been admitted to membership in this association, and unless such nonmember shall continue so to make thereafter to this association payments in the same amounts as if he or she should have continued thereafter to be a member of this association in good standing; and such payments to this association shall, unless this association otherwise consents, be made by this nonmember directly and not by or through any producer or other person, firm, or corporation; and it is

"*Further resolved*, That no member of this association shall work or continue to work for any employer, manager, or producer who or which, directly or indirectly, alone or in combination with others, produces or continues to produce any play or make any production in which there are less than 80 per cent, as herein defined, of chorus members, and also unless all nonmembers in such play or production have made and continue to make to this association the payments hereinbefore specified; and it is

"*Further resolved*, That in computing and defining said 80 per cent of chorus the following schedule and scale shall apply, namely: In companies consisting of less than 5 chorus, no nonmembers; of from 5 to 9 chorus, not more than 1 nonmember; of from 10 to 14 chorus, not more than 2 nonmembers; of from 15 to 19 chorus, not more than 3 nonmembers; and a like proportion computed on a similar basis for larger companies; and it is

"*Further resolved*, That any and all contracts of employment entered into by any members of this association with any member of Managers' Protective Association (Inc.) shall contain appropriate provisions which will in all respects carry out the foregoing resolutions and enable said chorus member to obey and carry out said resolution."

Eighth. The Chorus Equity Association agrees to accept the application of and to admit to membership any person of good character and of sufficient age to legally be allowed to be a member of a chorus or ensemble (except persons who have been duly dropped or expelled) upon payment of the regular initiation fee prescribed for such intended member and the usual and then current dues, which initiation fee shall, during the time hereof, be $5.

Ninth. The term of this agreement shall be 10 years from June 1, 1924, excepting as to paragraphs seventeenth, eighteenth, and nineteenth of the said agreement between the Managers' Protective Association (Inc.) and the Actors' Equity Association and also as to paragraph eighth of this agreement, as to which paragraphs the term shall be 25 years.

Tenth. The provisions herein shall not apply to that class of performers known as principals, on whose behalf a separate and distinct agreement has been executed contemporaneously herewith between the Managers' Protective Association (Inc.) and the Actors' Equity Association; principals in any company or performance are not hereafter in any computation to be considered or counted as members of any chorus or ensemble, computation hereunder to be based upon the number of persons in the chorus and/or ensemble.

Eleventh. Anything to the contrary in this agreement notwithstanding, the Protective Association agrees that, should the Actors' Equity Association or its members be, under the agreements entered into between the Protective Association and the Actors' Equity Association and its members, free to strike, then as against the producer or producers affected, the Chorus Equity Association and its members shall also be free to strike.

Twelfth. Anything to the contrary in this agreement notwithstanding, it is agreed that not oftener than once every two years from the date hereof, during the duration of this agreement, the parties hereto shall, upon 30 days' notice in writing by either party to the other, meet for the purpose of modifying the minimum wage and working conditions in the minimum two weeks' contract. In the event the parties can not agree the questions involved shall be decided by arbitration in the manner provided for herein and the decision or award shall then be incorporated in this agreement.

In witness whereof each of the parties hereto has caused this instrument to be signed by their respective presidents, attested by their respective executive secretaries, and have caused their respective seals to be hereunto affixed as of the day and year first above written.

THE MANAGERS' PROTECTIVE ASSOCIATION (INC.).
ARTHUR HAMMERSTEIN, *President.*

Attest:
L. LAWRENCE WEBER, *Secretary.*

CHORUS EQUITY ASSOCIATION.
JOHN EMERSON, *President.*

Attest:
DOROTHY BRYANT, *Executive Secretary.*

Appendix J.—CHORUS EQUITY MINIMUM CONTRACT (STANDARD FORM), 1924

Agreement made this_____day of_____192__, between _____(hereinafter called "manager") and_____ (hereinafter called "chorus").

The regulations on the other side hereto are a part hereof, as though printed herein at length. To insure in this contract a sufficient degree of flexibility to meet the contingencies and necessities of theater production as the same may arise, separately printed "Rules governing Chorus Equity minimum contract, standard form," are also made a part hereof as though printed herein at length.

1. *Agreement of employment.*—The manager engages the chorus to render services in_____, and the chorus hereby accepts such
(Here insert present title of play)
engagement upon the terms herein set forth.

2. *Opening date.*—The date of the first public performance shall be the_____ day of _____, 19___, or not later than 14 days thereafter.

Employment hereunder shall begin on the date of beginning of rehearsals and shall continue until terminated by notice given as herein provided and not otherwise.

3. *Compensation.*—The manager agrees to pay the chorus the sum of_____ _____dollars ($_____) each week, in New York City, and_____ _____dollars ($_____) each week outside of New York City, on Saturday thereof, from and after the date named in paragraph 2 and until this agreement is duly terminated. The minimum salary of this contract shall be the sum of $30 weekly in New York City; outside of New York City the minimum salary shall be the sum of $35, unless the production shall be designated by the Chorus Equity Association of America as a No. 2 attraction, in which case the road salary shall be $30.

Regulations on reverse side.—Regulations covering rehearsals, notice of termination before and during rehearsals, lost rehearsals, individual termination, closing of a play and season, clothes, number of performances, lost performances, transportation, lay off, method of giving notice, and other matters are set forth in the "Regulations" on the reverse side of this page and in "Rules governing Chorus Equity minimum contract, standard form," and as hereinbefore provided are a part hereof.

4. *Duties of chorus.*—The chorus agrees to be prompt at rehearsals, to pay strict regard to make-up and dress, to perform his services in a competent and painstaking manner, to abide by all reasonable rules and regulations of the manager, and, except as otherwise herein provided, to render services exclusively to the manager from the date of beginning of rehearsals, and shall not render services to any other person, firm, or corporation without the consent of the manager.

5. (*a*) The chorus's employment hereunder is conditional upon the membership of the companies of the manager being in accordance with the Chorus Equity Association rules, set forth in the agreement between the Chorus Equity Association and the Managers' Protective Association, dated May 12, 1924, and the chorus shall not be required to work hereunder in violation if any such company fail to be in accordance with any such rules, or should the manager fail to comply with any of the provisions of paragraph 7 of said agreement or paragraph 8 of the Managers' Protective Association-Actors' Equity Association basic agreement, dated May 12, 1924, as modified and incorporated into said Chorus Equity Association-Managers' Protective Association basic agreement; the chorus shall at his option, provided the Chorus Equity Association consents, be released from this agreement and the manager agrees to pay to him and he may recover from the manager all sums due to date of said release, plus his return fare, as provided in the transportation clause, plus, as liquidated damages, a sum equal to two weeks' salary. Any claim under this paragraph must be made by the chorus through and with the consent of the Chorus Equity Association, and any dispute regarding the same shall be arbitrated under the provision of this agreement.

(*b*) This agreement is dependent upon and subject to all the terms and conditions of said agreement with Managers' Protective Association, dated May 12, 1924.

6. *Arbitration.*—In event that any dispute shall arise between the parties as to any matter or thing covered by this agreement, or as to the meaning of any part thereof, then said dispute or claim shall be arbitrated. The manager shall choose one arbitrator and the Chorus Equity Association the second. ---------- ------shall be the third. These three shall constitute the board, and the decision of a majority of the arbitrators shall be the decision of all and shall be binding upon both parties, and shall be final. The board shall hear the parties and within 7 days shall decide the dispute or claim. The board shall determine by whom and in what proportion the cost of arbitration shall be paid, and the parties hereby constitute said board their agents and agree that its decision shall constitute an agreement between them, having the same binding force as if agreed to by the parties themselves. Further, that they and each of them will, if required, sign such individual arbitration agreement as to make said arbitration comply with a legal arbitration under the laws of the State of New York and the rules of the supreme court thereof and that judgment upon the award may be entered in the Supreme Court of the State of New York. The oath of the members of the board arbitration shall not be necessary unless specifically requested by one of the of parties.

In witness whereof we have signed this agreement on the day and year first above written.

——— ———, *Manager.*
——— ———, *Chorus.*

REGULATIONS

(To be printed on Chorus Equity minimum contract, standard form)

A. *Rehearsals.*—(1) The chorus, if required, shall give four weeks' rehearsal without pay; if further rehearsals are required, then for each additional week or part thereof the manager shall pay the chorus half salary for the next two weeks and full salary thereafter. All payments for rehearsals beyond the four weeks shall be made on or before the Saturday of each week.

(2) It is agreed that rehearsals shall be continuous from the date of the first rehearsal to the date of the first public performance of the play, as stated in paragraph 2 on the face hereof.

B. *Notice of termination before rehearsal.*—This contract may, before the beginning of rehearsals, be terminated as follows:

(1) If the contract be signed and entered into prior to two months before the specific date mentioned in paragraph 2 on the face hereof, by the manager's giving to the chorus written notice and paying him two weeks' salary.

If, however, previously to giving such written notice, the manager shall have given to the chorus written notice that the play will not be produced or that the chorus will not be called for rehearsals, and the chorus thereafter secures a new engagement under which payments to him are to begin not later than the date specified in paragraph 2 on the face hereof, then and in that event, instead of said two weeks' salary, the only sum, if any, which the manager need pay the chorus, shall be the amount, if any, by which said two weeks' salary exceeds two weeks' salary to the chorus under said new engagement.

C. *Notice of termination during rehearsal.*—This contract may, during rehearsals, be terminated as follows:

(1) At any time during the first 10 days' rehearsal of the chorus, by either party, by giving written notice, if this contract be signed and entered into within two months of the specific date mentioned in paragraph 2 on the face hereof, except in case the chorus be reengaged by the manager for a chorus in which he has previously worked, in which event he shall be paid two weeks' compensation; or

(2) Any time after the first 10 days' rehearsals of the chorus by the manager paying the chorus immediately a sum equal to two weeks' compensation; or

(3) If this contract be signed and entered into prior to two months of the date mentioned in paragraph 2, by the manager giving written notice to the chorus and paying two weeks' compensation.

(4) If the contract be signed and entered into within two months of the specific date mentioned in paragraph 2 on the face hereof and the play is not placed in rehearsal or is abandoned, the manager shall pay the chorus a sum equal to one week's salary.

D. *Individual termination after opening.*—Either party may terminate this contract at any time on or after the date of the first public performance of the play by giving the other party two weeks' written notice.

E. *Termination by closing of play and season.*—If the play runs four weeks or less, the manager may close the play and company without notice and terminate the right of the chorus to further compensation, provided he has paid the chorus for all services rendered to date, and in no event less than two weeks' compensation.

(2) If the play shall run more than four weeks, the manager shall give one week's notice of the closing of the season of the play and company, or pay one week's compensation in lieu thereof.

F. *Clothes.*—All hats, costumes, wigs, shoes, tights, and stockings shall be furnished the chorus by the manager.

G. *Notices.*—All communications which refer to the company in general shall be posted upon the call board. Notice to the manager must be given to him personally or to his company or stage manager.

H. *Number of performances.*—(1) Eight performances shall constitute a week's work.

(2) A week's compensation shall be paid even if a less number than eight performances are given, except as herein otherwise provided in paragraph J.

(3) A sum equal to one-eighth of the weekly compensation shall be paid for each performance over eight in each week. (This also applies to understudies.)

(4) It is assumed that Sunday rehearsals and performances will take place only where it is lawful, and the chorus shall not be required to perform in the play and part above named on Sunday in any theater except those where Sunday performances were customarily given on May 1, 1924.

I. *Lost performances.*—The chorus shall travel with the company by such routes as the manager may direct, and the chorus shall not demand compensation for any performance lost through unavoidable delay in travel which prevents the giving of performances by the company.

J. It is further agreed if the company can not perform because of fire, accident, strikes, riot, act of God, the public enemy, or for any other cause of the same general class which could not be reasonably anticipated or prevented, or if the chorus can not perform on account of illness or any other valid reason, then the chorus shall not be entitled to any salary (except as otherwise herein specified) for the time during which said services shall not for such reason or reasons be rendered. Should any of the foregoing conditions continue for a period of 10 days or more the manager may terminate the contract by paying in cash for all services and transportation of the chorus back to New York City, including sleeper.

K. *Lost rehearsals.*—If the manager is prevented from giving rehearsals because of fire, accident, riot, strikes, illness of star or prominent member of the cast, act of God, public enemy, or any other cause of the same general class which could not reasonably be anticipated or prevented, then the time so lost shall not be counted as part of the four weeks' rehearsal period herein provided. After the fourth week of rehearsal, including any lay-off period on the above account, the manager will pay half salaries for two weeks, at the end of which time the chorus shall be free, unless the manager wishes to continue the services of the chorus and pays him full salary therefor.

L. *Transportation.*—The manager agrees to pay for transportation of the chorus when required to travel, including transportation from New York City to the opening point and back to New York City from the closing point, including sleepers. The manager has the right to put two in a lower berth and only one in an upper berth. The manager also agrees to pay the cost of transportation of the chorus's personal baggage up to 200 pounds weight. Sleepers must be supplied for the chorus for all travel begun before 5 o'clock in the morning.

M. (1) If individual notice of termination is given by the manager, he agrees to pay the chorus in cash the amount of the cost of transportation and sleeper of the chorus and his baggage back to New York City, whether the chorus returns immediately or not.

(2) If this contract is canceled by the chorus, he agrees to pay his own railroad fare back to New York City.

(3) If the company is organized outside of New York City, the name of such place is herein agreed to be substituted for New York City in paragraphs L, M–1, and M–2, and elsewhere.

N. The manager shall not be responsible for any loss occurring to the personal baggage of the chorus, whose duty it is, if he desires to protect himself against loss, to insure the same.

O. Strikes, within the meaning of paragraph J hereof, is construed to mean any strike of any name or nature which shall prevent the manager from giving performances in the usual course of his business in any of his theater or theaters.

RULES GOVERNING CHORUS EQUITY MINIMUM CONTRACTS (STANDARD FORM)

(To be printed on Chorus Equity minimum contracts, standard form)

1. A list or lists of all members of the chorus of the play, stating the full names and salaries of each member, shall be filed by the manager with the Chorus Equity Association not later than the termination of the first week of performance. If the manager prefers, triplicate copies of all chorus contracts may be so filed instead.

2. Rehearsals begin on the day for which the individual chorus is called, whether he works or not, next following the second day of try out. If after the second day of try out the chorus is required or permitted to work, he shall be deemed to have been called for a rehearsal.

Try outs may, if necessary, be on two separate days, one day for voice and one day for dancing and for general qualifications. If said two days of try out are not consecutive, the chorus shall not be required to report for any purpose on the intervening days between such try outs. If the chorus is called for any day, or works on any day, after the second try-out day, the probation period of 10 days starts on that day.

3. In case of company rehearsals being held before opening at a place different from that of organization, the manager shall pay the chorus his reasonable living expenses during said rehearsal, except that the manager shall be allowed two days of free rehearsal in cities within 1,000 miles of New York City and one additional day free for each additional 1,000 miles or fraction thereof.

4. If the chorus shall absent himself from rehearsals for seven days or more by reason of illness, the manager may cancel this contract without payment for service to date. The association may, in its discretion, upon appeal by the manager, reduce this period.

5. Contracts between manager and chorus shall be deemed to be entered into between the said parties no later than the date of the first rehearsal, and written contracts must be given and signed before the end of the 10-day probationary period for rehearsals. If such written agreement is not offered to the chorus, fully made out and ready for signatures, on or before the tenth day of rehearsal, the chorus, at his option, may terminate the employment, in which event the manager shall pay to the chorus a sum equal to one week's minimum compensation.

If such contract has not been so offered within said 10-day period (and if the chorus has not then terminated the employment) and such contract is not offered at the end of the twentieth day of rehearsal, the chorus, at his option, may terminate the employment, in which event the manager shall pay him a sum equal to two weeks' minimum compensation.

6. If after joining a company, which has opened and is on tour, a chorus is dismissed at rehearsals within the 10-day probationary period (provided the 10-day probationary period has not already been deleted from his contract) the manager shall pay to the chorus his transportation and sleeper both ways and for each day of rehearsal a sum equal to one-seventh of the weekly salary agreed upon, said rehearsals to be deemed continuous and to begin not later than the day after the chorus's arrival. In case the chorus is dismissed after the 10-day probationary period the manager shall pay the chorus two weeks' salary and his transportation and sleeper both ways.

7. If the full rehearsal period to which the manager is entitled be not used by him before the date of opening, he may employ the balance thereof immediately before the New York opening, provided the said New York opening takes place within six weeks of the original opening of the play.

8. All performances for which admission is charged (except bona fide benefits) are to be counted and considered as performances under the Chorus Equity minimum contract.

9. If the employment under any contract relates to the second or subsequent season of any play, then the period of free rehearsals is three weeks instead of four, but this provision shall not obtain if 50 per cent or more of the cast were not members of the production the preceding year.

10. If the play for which the chorus is engaged is rehearsed seven days or less and then rehearsals are discontinued or postponed, or if the production is abandoned during rehearsals on or before the 10-day probationary period would have expired, the manager shall pay the chorus as follows: If the contract has been signed or entered into within two months of the date mentioned in paragraph 2 of the standard minimum contract a sum equal to one week's salary, otherwise a sum equal to two weeks' salary.

11. In case the play is abandoned before rehearsals or the chorus is entitled to compensation under the preceding paragraph, payment shall be made by the manager to the chorus not later than three weeks prior to date of opening specified in paragraph 2 of the main contract.

12. Ten days' rehearsals means 10 consecutive calendar days, counting Sunday (when Sunday is used for rehearsals) and said 10 days terminate with the dismissal of rehearsal on the tenth day, as herein reckoned.

13. If the chorus is not allowed or required to work out any notice of dismissal properly given under his contract the amount to which he is entitled shall be paid forthwith upon the giving of the notice.

14. The right of the manager to close a play and company without a week's notice within four weeks after the opening date does not apply to the second or subsequent season thereof.

15. Notices of termination or closing given at or before the end of the performance on Monday night, effective at the end of the Saturday night following, shall be deemed one week's notice, and such notice effective at the end of Saturday week following shall be deemed two weeks' notice.

16. The essence of this contract is continuous employment, and a play once closed shall not be reopened during the same season within eight weeks of the date of previous closing, without the consent of the Chorus Equity Association. Such consent, if given, shall be upon such terms and conditions as may be considered just and equitable by such association.

17. Except in a case of notice given on Monday, as otherwise provided in these rules, a week's notice shall be 7 calendar days and two weeks' notice 14 calendar days.

18. The chorus shall be responsible for transporting his own baggage to and from the station or theater in New York City. The manager will pay the cost of or reimburse the chorus for such transportation anywhere on Manhattan Island.

19. Should the citizens' jury provided for in New York decide adversely to the continuance of a production because salacious or against public morals, the chorus shall forthwith terminate his employment without notice, payment, or penalty.

20. Should the production in which the chorus is engaged be complained of as being in violation of any statute, ordinance, or law of the United States, any State, or any municipality in any State, and should a claim or charge be made against the chorus on account of his being engaged in such production, either civil or criminal, the manager shall defend the chorus at his own expense, or shall pay any and all reasonable charges laid out or incurred by the chorus in his defense, and the manager agrees to indemnify the chorus against any loss or damage which he may suffer on account of being engaged in any such production.

This rule shall not apply to any case or any set of conditions where its enforcement would be illegal or against public policy.

21. The manager shall have the right to lay off his company the week before Christmas and Holy Week without pay. Should such lay off take place, the manager shall not during said lay-off period be entitled to the services of the company except for a run-through rehearsal on the day of reopening and except, further, that additional rehearsals may be allowed by the Chorus Equity Association in case of illness of the star or prominent member of the company or change of cast.

22. If in any production the star or featured member of the cast shall be ill and a lay off shall take place on that account, chorus receiving less than $100 weekly (but no others) shall be paid by the managers an amount equal to their board and lodging for the first week. If said lay off continues beyond one week, half salaries shall be paid to the entire company for each day the chorus are retained up to and including two further weeks. From and after the beginning of the fourth week the manager shall either pay full salaries to all members of the company or may abandon the production.

23. In case after the opening of the play and after at least two weeks' employment the manager shall desire a lay off for the purpose of rewriting or making changes in the cast or any other reason deemed sufficient by him, he may apply to the Chorus Equity Association for the right to do so, which right shall be granted if the Actors' Equity Association grants the same right, and shall be granted upon the terms and conditions that are acceptable to the Actors' Equity Association. But in any event if a change or changes in the cast is made, the chorus dismissed and not employed upon the renewed run of the play shall be paid at least one week's additional salary.

24. Musical comedies, revues, or spectacular plays shall immediately after a New York run be allowed one day's lay off without pay before the opening in either Boston or Chicago. This does not apply to premiers, i. e., original openings in those cities.

25. Should the chorus deem that he has any claim against the manager under his contract, he shall present the same to the Chorus Equity Association or to the manager or both within two months after the time when such claim has arisen, unless he shall give to the board of arbitration good and sufficient reason for any delay after such period of two months.

26. Should either party give the other any notice under his contract which terminates the same at any future date, and should the chorus have or secure a new engagement, he shall be permitted to attend the rehearsals under the new engagement as may be necessary and as do not conflict with his performance under his then existing contract.

27. The actual salary of the chorus agreed upon shall be stated in the contract and a lesser or fictitious salary shall not be stated in the contract.

28. Unless special consent otherwise is given by the manager, understudies shall be present at each performance.

29. Try outs during May, June, and July are permissible where the manager agrees to pay and pays one week's salary for two weeks' rehearsals and an additional half week's salary for each additional week of rehearsal, one week's salary to be guaranteed. Payment for part of a week's rehearsal shall be pro rata.

30. Sunday performances, referred to in the regulations under subdivision 4 of paragraph H, are regular dramatic and musical productions and do not include vaudeville, recitals, concerts, and the like.

31. Chorus Equity will raise no objection to the trying out of vaudeville acts in revues or similar type of productions for one performance, provided the act understands and is agreeable to this arrangement, and provided further that this entails on the company no rehearsal.

SERIES OF BULLETINS PUBLISHED BY THE BUREAU OF LABOR STATISTICS

*The publication of the annual and special reports and of the bimonthly bulletin was discontinued in July, 1912, and since that time a bulletin has been published at irregular intervals. Each number contains matter devoted to one of a series of general subjects. These bulletins are numbered consecutively, beginning with No. 101, and up to No. 236 they also carry consecutive numbers under each series. Beginning with No. 237 the serial numbering has been discontinued. A list of the series is given below. Under each is grouped all the bulletins which contain material relating to the subject matter of that series. A list of the reports and bulletins of the bureau issued prior to July 1, 1912, will be furnished on application. The bulletins marked thus * are out of print.*

Wholesale Prices.

*Bul. 114. Wholesale prices, 1890 to 1912.
Bul. 149. Wholesale prices, 1890 to 1913.
*Bul. 173. Index numbers of wholesale prices in the United States and foreign countries.
*Bul. 181. Wholesale prices, 1890 to 1914.
*Bul 200. Wholesale prices, 1890 to 1915.
*Bul. 226. Wholesale prices, 1890 to 1916.
Bul. 269. Wholesale prices, 1890 to 1919.
Bul. 284. Index numbers of wholesale prices in the United States and foreign countries. [Revision of Bulletin No. 173.]
Bul. 296. Wholesale prices, 1890 to 1920
Bul. 320. Wholesale prices, 1890 to 1921.
Bul. 335. Wholesale prices, 1890 to 1922.
Bul. 367. Wholesale prices, 1890 to 1923.
Bul. 390 Wholesale prices, 1890 to 1924.

Retail Prices and Cost of Living.

*Bul. 105. Retail prices, 1890 to 1911: Part I.
Retail prices, 1890 to 1911: Part II—General tables
*Bul. 106. Retail prices, 1890 to June, 1912: Part I.
Retail prices, 1890 to June, 1912: Part II—General tables
Bul. 108. Retail prices, 1890 to August, 1912.
Bul. 110. Retail prices, 1890 to October, 1912.
Bul. 113. Retail prices, 1890 to December, 1912.
Bul. 115. Retail prices, 1890 to February, 1913.
*Bul. 121. Sugar prices, from refiner to consumer.
Bul. 125. Retail prices, 1890 to April, 1913.
*Bul. 130 Wheat and flour prices, from farmer to consumer.
Bul. 132. Retail prices, 1890 to June, 1913.
Bul. 136. Retail prices, 1890 to August, 1913.
*Bul. 138. Retail prices, 1890 to October. 1913.
*Bul. 140. Retail prices, 1890 to December, 1913.
Bul. 156. Retail prices, 1907 to December, 1914.
Bul. 164. Butter prices, from producer to consumer.
Bul. 170. Foreign food prices as affected by the war.
*Bul. 184. Retail prices, 1907 to June, 1915.
Bul. 197. Retail prices, 1907 to December, 1915.
Bul. 228. Retail prices, 1907 to December, 1916
Bul. 270. Retail prices, 1913 to December, 1919.
Bul. 300. Retail prices, 1913 to 1920
Bul. 315. Retail prices, 1913 to 1921.
Bul. 334. Retail prices, 1913 to 1922.
Bul. 357. Cost of living in the United States.
Bul. 366. Retail prices, 1913 to December, 1923.
Bul. 369. The use of cost-of-living figures in wage adjustments.
Bul. 396. Retail prices, 1890 to 1924.

Wages and Hours of Labor.

Bul. 116. Hours, earnings, and duration of employment of wage-earning women in selected industries in the District of Columbia.
*Bul. 118. Ten-hour maximum working-day for women and young persons.
Bul. 119. Working hours of women in the pea canneries of Wisconsin
*Bul. 128. Wages and hours of labor in the cotton, woolen, and silk industries, 1890 to 1912.
*Bul. 129. Wages and hours of labor in the lumber, millwork, and furniture industries, 1890 to 1912.
*Bul. 131. Union scale of wages and hours of labor, 1907 to 1912.
*Bul 134. Wages and hours of labor in the boot and shoe and hosiery and knit goods industries, 1890 to 1912.
*Bul. 135. Wages and hours of labor in the cigar and clothing industries, 1911 and 1912.

Wages and Hours of Labor—Continued.

Bul. 137. Wages and hours of labor in the building and repairing of steam railroad cars, 1890 to 1912.
Bul. 143. Union scale of wages and hours of labor, May 15, 1913.
*Bul. 146. Wages and regularity of employment and standardization of piece rates in the dress and waist industry of New York City.
*Bul. 147. Wages and regularity of employment in the cloak, suit, and skirt industry.
*Bul. 150. Wages and hours of labor in the cotton, woolen, and silk industries, 1907 to 1913.
*Bul. 151. Wages and hours of labor in the iron and steel industry in the United States, 1907 to 1912.
Bul. 153. Wages and hours of labor in the lumber, millwork, and furniture industries, 1907 to 1913.
*Bul. 154. Wages and hours of labor in the boot and shoe and hosiery and underwear industries, 1907 to 1913.
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Bul. 161. Wages and hours of labor in the clothing and cigar industries, 1911 to 1913.
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*Bul. 171. Union scale of wages and hours of labor, May 1, 1914.
Bul. 177. Wages and hours of labor in the hosiery and underwear industry, 1907 to 1914.
Bul. 178. Wages and hours of labor in the boot and shoe industry, 1907 to 1914.
*Bul. 187. Wages and hours of labor in the men's clothing industry, 1911 to 1914.
*Bul. 190. Wages and hours of labor in the cotton, woolen, and silk industries, 1907 to 1914.
*Bul. 194. Union scale of wages and hours of labor, May 1, 1915.
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Bul. 214. Union scale of wages and hours of labor, May 15, 1916.
Bul. 218. Wages and hours of labor in the iron and steel industry, 1907 to 1915.
Bul. 221. Hours, fatigue, and health in British munition factories.
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Bul. 238. Wages and hours of labor in woolen and worsted goods manufacturing, 1916.
Bul. 239. Wages and hours of labor in cotton goods manufacturing and finishing, 1916.
Bul. 245. Union scale of wages and hours of labor, May 15, 1917.
Bul. 252. Wages and hours of labor in the slaughtering and meat-packing industry, 1917.
Bul. 259 Union scale of wages and hours of labor, May 15, 1918.
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Bul. 265. Industrial survey in selected industries in the United States, 1919. Preliminary report
*Bul. 274. Union scale of wages and hours of labor, May 15, 1919
Bul. 278. Wages and hours of labor in the boot and shoe industry, 1907 to 1920.
Bul. 279 Hours and earnings in anthracite and bituminous coal mining: Anthracite, 1919 and 1920; bituminous, 1920.
Bul. 286. Union scale of wages and hours of labor, May 15, 1920.
Bul. 288. Wages and hours of labor in cotton goods manufacturing, 1920.
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Bul. 297 Wages and hours of labor in the petroleum industry, 1920
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Bul 327 Wages and hours of labor in woolen and worsted goods manufacturing, 1922.
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Employment and Unemployment.

*Bul. 109. Statistics of unemployment and the work of employment offices.
Bul. 116. Hours, earnings, and duration of employment of wage-earning women in selected industries in the District of Columbia.
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*Bul. 182. Unemployment among women in department and other retail stores of Boston, Mass
*Bul 183. Regularity of employment in the women's ready-to-wear garment industries.
Bul. 192. Proceedings of the American Association of Public Employment Offices.
*Bul. 195. Unemployment in the United States.
Bul. 196. Proceedings of the Employment Managers' Conference, held at Minneapolis, Minn., January, 1916.
*Bul 202. Proceedings of the conference of Employment Managers' Association of Boston, Mass., held May 10, 1916
Bul. 206. The British system of labor exchanges.
Bul. 220 Proceedings of the Fourth Annual Meeting of the American Association of Public Employment Offices, Buffalo, N. Y., July 20 and 21, 1916
Bul. 223. Employment of women and juveniles in Great Britain during the war.
*Bul. 227. Proceedings of the Employment Managers' Conference, Philadelphia, Pa., April 2 and 3, 1917.
Bul. 235 Employment system of the Lake Carriers' Association.
*Bul. 241. Public employment offices in the United States.
Bul. 247. Proceedings of Employment Managers' Conference, Rochester, N. Y., May 9–11, 1918.
Bul. 310. Industrial unemployment: A statistical study of its extent and causes.
Bul. 311. Proceedings of the Ninth Annual Meeting of the International Association of Public Employment Services, held at Buffalo, N. Y., September 7–9, 1921.
Bul. 337. Proceedings of the Tenth Annual Meeting of the International Association of Public Employment Services, held at Washington, D. C., September 11–13, 1922.
Bul. 355. Proceedings of the Eleventh Annual Meeting of the International Association of Public Employment Services, held at Toronto, Canada, September 4–7, 1923.
Bul. 400. Proceedings of the Twelfth Annual Meeting of the International Association of Public Employment Services, held at Chicago, Ill., May 19–23, 1924.

Women in Industry.

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*Bul 118 Ten-hour maximum working-day for women and young persons.
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*Bul. 167. Minimum-wage legislation in the United States and foreign countries.
*Bul. 175. Summary of the report on condition of woman and child wage earners in the United States.
*Bul. 176. Effect of minimum-wage determinations in Oregon.
*Bul. 180 The boot and shoe industry in Massachusetts as a vocation for women.
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*Bul. 101. Care of tuberculous wage earners in Germany.
*Bul 102. British National Insurance Act, 1911.
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*Bul. 126. Workmen's compensation laws of the United States and foreign countries.
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*Bul. 203. Workmen's compensation laws of the United States and foreign countries.
Bul. 210. Proceedings of the Third Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Columbus, Ohio, April 25–28, 1916.
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*Bul. 240. Comparison of workmen's compensation laws of the United States up to December 31, 1917
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Bul. 248. Proceedings of the Fourth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Boston, Mass., August 21–25, 1917.
Bul. 264. Proceedings of the Fifth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Madison, Wis., September 24–27, 1918
Bul. 272. Workmen's compensation legislation of the United States and Canada, 1919.
*Bul. 273. Proceedings of the Sixth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Toronto, Canada, September 23–26, 1919.
Bul. 275. Comparison of workmen's compensation laws of the United States and Canada up to January, 1920.
Bul. 281. Proceedings of the Seventh Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at San Francisco, Calif., September 20–24, 1920.
Bul. 301. Comparison of workmen's compensation insurance and administration.
Bul. 304. Proceedings of the Eighth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Chicago, Ill., September 19–23, 1921.
Bul. 312 National health insurance in Great Britain, 1911 to 1920.
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Bul. 333. Proceedings of the Ninth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Baltimore, Md., October 9–13, 1922
Bul. 359. Proceedings of the Tenth Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at St. Paul, Minn., September 24–26, 1923.
Bul. 379. Comparison of workmen's compensation laws in the United States as of January 1, 1925.
Bul. 385. Proceedings of the Eleventh Annual Meeting of the International Association of Industrial Accident Boards and Commissions, held at Halifax, Nova Scotia, August 26–28, 1924.
Bul. 395. Index to proceedings of the International Association of Industrial Accident Boards and Commissions.

Industrial Accidents and Hygiene.

*Bul. 104. Lead poisoning in potteries, tile works, and porcelain enameled sanitary ware factories.
Bul. 120. Hygiene of the painters' trade.
*Bul. 127. Dangers to workers from dust and fumes, and methods of protection.
*Bul. 141. Lead poisoning in the smelting and refining of lead
*Bul. 157. Industrial accident statistics.
*Bul. 165. Lead poisoning in the manufacture of storage batteries.
*Bul. 179. Industrial poisons used in the rubber industry.
Bul 188 Report of British departmental committee on the danger in the use of lead in the painting of buildings.
*Bul. 201. Report of committee on statistics and compensation insurance cost of the International Association of Industrial Accident Boards and Commissions. [Limited edition.]
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*Bul. 207. Causes of death by occupation.
*Bul. 209. Hygiene of the printing trades.
*Bul. 216. Accidents and accident prevention in machine building.
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*Bul. 231. Mortality from respiratory diseases in dusty trades (inorganic dusts).
*Bul. 234. Safety movement in the iron and steel industry, 1907 to 1917.
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*Bul. 139 Michigan copper district strike.
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*Bul. 142. Administration of labor laws and factory inspection in certain European countries.

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*Bul. 147 Wages and regularity of employment in the cloak, suit, and skirt industry, with plans for apprenticeship for cutters and the education of workers in the industry.
*Bul. 159. Short-unit courses for wage earners, and a factory school experiment.
*Bul. 162. Vocational education survey of Richmond, Va.
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*Bul. 250. Welfare work for employees in industrial establishments in the United States.
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Bul. 401. Family allowances: A development of the living-wage problem. [In press.]

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Description of occupations, prepared for the United States Employment Service, 1918–19.

*Boots and shoes, harness and saddlery, and tanning.
*Cane-sugar refining and flour milling.
Coal and water gas, paint and varnish, paper, printing trades, and rubber goods.
*Electrical manufacture, distribution, and maintenance.
Glass.
Hotels and restaurants.
*Logging camps and sawmills.
Medicinal manufacturing.
Metal working, building and general construction, railroad transportation, and shipbuilding.
*Mines and mining.
*Office employees.
Slaughtering and meat packing.
Street railways.
*Textiles and clothing.
*Water transportation.